

BOARD OF COUNTY COMMISSIONERS

Eric K. Maxwell, Chairman
Randy Ognio, Vice Chairman
Steve Brown
Charles W. Oddo
Charles D. Rousseau



FAYETTE COUNTY, GEORGIA

Steve Rapson, County Administrator
Dennis A. Davenport, County Attorney
Tameca P. White, County Clerk
Marlena Edwards, Deputy County Clerk

140 Stonewall Avenue West
Public Meeting Room
Fayetteville, GA 30214

AGENDA

August 10, 2017

6:30 p.m.

Welcome to the meeting of your Fayette County Board of Commissioners. Your participation in County government is appreciated. All regularly scheduled Board meetings are open to the public and are held on the 2nd and 4th Thursday of each month at 6:30 p.m.

Call to Order

Invocation and Pledge of Allegiance by Commissioner Charles Rousseau

Acceptance of Agenda

PROCLAMATION/RECOGNITION:

1. Recognition of Eagle Scout (Troop #176) Gregory Crook. (page 3)
2. Recognition of the AFC Lightning 08 Girls Soccer Team (page 4)

PUBLIC HEARING:

CONSENT AGENDA:

3. Acknowledgement of the Equitable Sharing Agreement and Annual Certification as required by the US Department of Justice and the US Department of the Treasury and authorization for the Chairman to sign any related documents. (pages 5-9)
4. Approval of the July 27, 2017 Board of Commissioners Meeting Minutes (pages 10-19)
5. Approval of the revision to the Parks and Recreation Policy and Procedures Manual to change the non-resident impact fees to \$25 per sport season beginning with the 2018 Sport Season as presented by the Fayette County Recreation Commission. (pages 20-84)
6. Approval of the July 13, 2017 Board of Commissioners Meeting Minutes. This item was tabled at the July 27, 2017 meeting. (Commissioner Brown's red-lined additions included) (pages 85-112)

OLD BUSINESS:

7. Reconsideration of funding request from Fayette Factor of \$7,000 to off-set annual rent, internet, complex association fees, and utilities' costs. (pages 113-146)

8. Reconsideration of funding request from Fayette Care Clinic of \$14,000 to off-set annual rent due to decreased grant funding. (pages 147-165)

NEW BUSINESS:

9. Consideration of revisions to Policy 404.03 Equal Employment Opportunity (pages 166-169)
10. Consideration of revisions to Policy 440.03 Harassment. (pages 170-177)
11. Staff update of the various concerns related to the Animal Shelter at the request of Chairman Eric Maxwell. (pages 178-186)
12. Reconsideration to allow county staff to continue review and provide feedback on the animal ordinances proposed by Commissioner Brown, Fayette Humane Society and other animal advocacy groups. (pages 187-188)

PUBLIC COMMENT:

ADMINISTRATOR'S REPORTS:

- A. Contract #1340-S: Comcast Ethernet Service (page 189)

ATTORNEY'S REPORTS:

COMMISSIONERS' REPORTS:

EXECUTIVE SESSION:

ADJOURNMENT:

COUNTY AGENDA REQUEST

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Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Recognition of Eagle Scout (Troop #176) Gregory Crook.

Background/History/Details:

Gregory Crook is an Honor Graduate from Trinity Christian School and now attends Auburn University. Gregory landscaped the Clayton County Library as his Eagle Scout project.

What action are you seeking from the Board of Commissioners?

Recognition of Eagle Scout (Troop # 176) Gregory Crook.

If this item requires funding, please describe:

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?*

Backup Provided with Request?

**** All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.***

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

Staff Notes:

COUNTY AGENDA REQUEST

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Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Recognition of the AFC Lightning 08 Girls Soccer Team for reaching finals in the Premier Supercopa Tournament in Chicago, Illinois.

Background/History/Details:

The AFC Lightning 08 Girls Soccer Team represented Georgia in the Premier Supercopa Tournament in Chicago, IL. Since this is considered the elite soccer tournament for their age group, they are considered as the 2nd best team in the nation.

During the tournament, they beat teams from Ohio, Nevada, Illinois, and Oklahoma. The best part is that all of the girls are from Fayette County and they represent a 750-member club made up of Fayette County kids.

They also represent our community well. This group of 8-year old girls volunteered at the local Midwest Food Bank to make sure food was properly packed to help those in need. I have attached a copy of their article here.

What action are you seeking from the Board of Commissioners?

Recognition of the AFC Lightning 08 Girls club for reaching finals the Premier Supercopa Tournament in Chicago, Illinois.

If this item requires funding, please describe:

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?*

Backup Provided with Request?

*** All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.**

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

Staff Notes:

COUNTY AGENDA REQUEST

Page 5 of 189

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Acknowledgment of the Equitable Sharing Agreement and Annual Certification as required by the US Department of Justice and the US Department of the Treasury and authorization for the Chairman to sign any related documents.

Background/History/Details:

The Fayette County Sheriff's Office is required, annually by the US Department of Justice and the US Department of the Treasury to submit an Equitable Sharing Agreement and Certification. The Certification is a breakdown of total monies received from the US Departments of Justice and Treasury and an accounting of how the monies were spent for the purpose of law enforcement enhancement.

What action are you seeking from the Board of Commissioners?

Approval of the Equitable Sharing Agreement and Annual Certification as required by the US Department of Justice and the US Department of the Treasury and authorization for the Chairman to sign any related documents.

If this item requires funding, please describe:

Not applicable.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?

Backup Provided with Request?

STAFF USE ONLY

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

Staff Notes:

Major Walker requested Finance to review for accuracy and completeness and no issues were found.



Equitable Sharing Agreement and Certification



NCIC/ORI/Tracking Number: GA0560000
Agency Name: Fayette County Sheriff's Office
Mailing Address: 155 Johnson Avenue
Fayetteville, GA 30214

Type: Sheriff's Office

Finance Contact

Name: Walker, Michelle
Phone: 7707164753

Email: mwalker@fayettecountyga.gov

ESAC Preparer

Name: Norton, Cindy
Phone: 770-716-4754

Email: cnorton@fayettecountyga.gov

FY End Date: 06/30/2017

Agency FY 2018 Budget: \$17,952,617.00

Annual Certification Report

Summary of Equitable Sharing Activity		Justice Funds ¹	Treasury Funds ²
1	Beginning Equitable Sharing Fund Balance (Must match Ending Balance from prior FY)	\$453,318.05	\$1,073,364.62
2	Equitable Sharing Funds Received	\$189,503.79	\$113,160.16
3	Equitable Sharing Funds Received from Other Law Enforcement Agencies and Task Force (Complete Table B)	\$282,967.07	\$0.00
4	Other Income	\$15,520.00	\$950.00
5	Interest Income	\$82.56	\$177.85
6	Total Equitable Sharing Funds Received (total of lines 1-5)	\$941,391.47	\$1,187,652.63
7	Equitable Sharing Funds Spent (total of lines a - n below)	\$565,207.69	\$442,183.45
8	Ending Equitable Sharing Funds Balance (difference between line 7 and line 6)	\$376,183.78	\$745,469.18

¹Department of Justice Asset Forfeiture Program participants are: FBI, DEA, ATF, USPIS, USDA, DCIS, DSS, and FDA

²Department of the Treasury Asset Forfeiture Program participants are: IRS, ICE, CBP and USSS.

Summary of Shared Funds Spent		Justice Funds	Treasury Funds
a	Law enforcement operations and investigations	\$1,370.00	\$0.00
b	Training and education	\$1,637.73	\$44,281.30
c	Law enforcement, public safety and detention facilities	\$9,312.80	\$5,152.40
d	Law enforcement equipment	\$543,366.02	\$300,721.14
e	Joint law enforcement/public safety operations	\$0.00	\$0.00
f	Contracting for services	\$3,978.26	\$26,150.42
g	Law enforcement travel and per diem	\$5,542.88	\$55,887.06
h	Law enforcement awards and memorials	\$0.00	\$0.00
i	Drug, gang and other education or awareness programs	\$0.00	\$9,991.13
j	Matching grants (Complete Table C)	\$0.00	\$0.00
k	Transfers to other participating law enforcement agencies (Complete Table D)	\$0.00	\$0.00
l	Support of community-based programs (Complete Table E)	\$0.00	\$0.00
m	Non-categorized expenditures (Complete Table F)	\$0.00	\$0.00
n	Salaries (Complete Table G)	\$0.00	\$0.00
Total		\$565,207.69	\$442,183.45

Table B: Equitable Sharing Funds Received From Other Agencies

Transferring Agency Name	Justice Funds	Treasury Funds
Dekalb County Police Department - GA0440200	\$282,967.07	

Table C: Matching Grants

Matching Grant Name	Justice Funds	Treasury Funds

Table D: Transfers to Other Participating Law Enforcement Agencies

Receiving Agency Name	Justice Funds	Treasury Funds

Table E: Support of Community-based Programs

Recipient	Justice Funds	

Table F: Non-categorized expenditures in (a) - (n) Above

Description	Justice Funds	Treasury Funds

Table G: Salaries

Salary Type	Justice Funds	Treasury Funds

Paperwork Reduction Act Notice

Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a valid OMB control number. We try to create accurate and easily understood forms that impose the least possible burden on you to complete. The estimated average time to complete this form is 30 minutes. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, please write to the Asset Forfeiture and Money Laundering Section: 1400 New York Avenue, N.W., Washington, DC 20005.

Did your agency purchase any controlled equipment? ☐ YES ☒ NO

Under penalty of perjury, the undersigned officials certify that **they have read and understand their obligations under the Equitable Sharing Agreement** and that the information submitted in conjunction with this Document is an accurate accounting of funds received and spent by the Agency under the Guide during the reporting period and that the recipient Agency is compliant with the National Code of Professional Conduct for Asset Forfeiture.

The undersigned certify that the recipient Agency is in compliance with the applicable nondiscrimination requirements of the following laws and their implementing regulations: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), which prohibit discrimination on the basis of race, color, national origin, disability, or age in any federally assisted program or activity, or on the basis of sex in any federally assisted education program or activity. The Agency agrees that it will comply with all federal statutes and regulations permitting federal investigators access to records and any other sources of information as may be necessary to determine compliance with civil rights and other applicable statutes and regulations.

Equitable Sharing Agreement

This Federal Equitable Sharing Agreement, entered into among (1) the Federal Government, (2) the above-stated law enforcement agency ("Agency"), and (3) the governing body, sets forth the requirements for participation in the federal Equitable Sharing Program and the restrictions upon the use of federally forfeited cash, property, proceeds, and any interest earned thereon, which are equitably shared with participating law enforcement agencies. By submission of this form, the Agency agrees that it will be bound by the statutes and guidelines that regulate shared assets and the following requirements for participation in the Department of Justice and Department of the Treasury Equitable Sharing Programs. Receipt of the signed Equitable Sharing Agreement and Certification (this "Document") is a prerequisite to receiving any equitably shared cash, property, or proceeds.

1. Submission. This Document must be submitted within 60 days of the end of the Agency's fiscal year. This Document must be signed and submitted electronically. Electronic submission constitutes submission to the Department of Justice and the Department of the Treasury.

2. Signatories. This agreement must be signed by the head of the Agency and the head of the governing body. Examples of Agency heads include police chief, sheriff, director, commissioner, superintendent, administrator, city attorney, county attorney, district attorney, prosecuting attorney, state attorney, commonwealth attorney, and attorney general. The governing body's head is the head of the agency that appropriates funding to the Agency. Examples of governing body heads include city manager, mayor, city council chairperson, county executive, county council chairperson, administrator, commissioner, and governor. The governing body head cannot be from the law enforcement agency and must be from a separate entity.

3. Uses. Any shared asset shall be used for law enforcement purposes in accordance with the statutes and guidelines that govern the Department of Justice and the Department of the Treasury Equitable Sharing Programs as set forth in the current edition of the *Guide to Equitable Sharing for State and Local Law Enforcement Agencies (Guide)*.

4. Transfers. Before the Agency transfers funds to other state or local law enforcement agencies, it must first verify with the Department of Justice that the receiving agency is a compliant Equitable Sharing Program participant. Transfers of tangible property are not permitted.

5. Internal Controls. The Agency agrees to account separately for federal equitable sharing funds received from the Department of Justice and the Department of the Treasury. Funds from state and local forfeitures, joint law enforcement operations funds, and other sources must not be commingled with federal equitable sharing funds.

The Agency certifies that funds are maintained by the jurisdiction maintaining appropriated funds and agrees that such accounting will be subject to the standard accounting requirements and practices employed by the Agency's jurisdiction in accordance with the requirements set forth in the current edition of the *Guide*, including the requirement to maintain relevant documents and records for five years.

The misuse or misapplication of shared resources or supplantation of existing resources with shared assets is prohibited. The Agency must follow its jurisdiction's procurement policies when expending shared funds. Failure to comply with any provision of this agreement shall subject the recipient agency to the sanctions stipulated in the current edition of the *Guide*.

6. Audit Report. Audits will be conducted as provided by the Single Audit Act Amendments of 1996 and OMB Super Circular,

7. Freedom of Information Act. Information provided in this Document is subject to the FOIA requirements of the Department of Justice and the Department of the Treasury.

During the past fiscal year: (1) has any court or administrative agency issued any finding, judgment, or determination that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above; or (2) has the Agency entered into any settlement agreement with respect to any complaint filed with a court or administrative agency alleging that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above?

☐ Yes ☒ No

Agency Head

Name: Babb, Barry H.
Title: Sheriff, Fayette County, GA
Email: bbabb@fayettecountyga.gov

Signature:  Date: 07/24/2017

To the best of my knowledge and belief, the information provided on this form is true and accurate and has been reviewed and authorized by the Law Enforcement Agency Head whose name appears above. Entry of the Agency Head name above indicates his/her acceptance of and agreement to abide by the policies and procedures set forth in the *Guide to Equitable Sharing for State and Local Law Enforcement Agencies*, including ensuring permissibility of expenditures and following all required procurement policies and procedures. Entry of the Agency Head name above also indicates his/her acceptance of and agreement to abide by requirements set forth in this Equitable Sharing Agreement, and any policies or procedures issued by the Department of Justice or the Department of the Treasury related to the Asset Forfeiture or Equitable Sharing programs. The Law Enforcement Head also certifies that no items on the Prohibited list, as detailed in "Recommendations Pursuant to Executive Order 13688", were purchased with equitable sharing funds on or after October 1, 2015.

Governing Body Head

Name: Maxwell, Eric
Title: Chairman, Fayette County BOC
Email: Emaxwell@fayettecountyga.gov

Signature: _____ Date: _____

To the best of my knowledge and belief, the agency's current fiscal year budget reported on this form is true and accurate and the Governing Body Head whose name appears above certifies that the agency's budget has not been supplanted as a result of receiving equitable sharing funds. Entry of the Governing Body Head name above indicates his/her acceptance of and agreement to abide by the policies and procedures set forth in the *Guide to Equitable Sharing for State and Local Law Enforcement Agencies*, this Equitable Sharing Agreement, and any policies or procedures issued by the Department of Justice or the Department of the Treasury related to the Asset Forfeiture or Equitable Sharing Programs.

☐ I certify that I am authorized to submit this form on behalf of the Agency Head and the Governing Body Head.

BOARD OF COUNTY COMMISSIONERS

Eric K. Maxwell, Chairman
 Randy Ognio, Vice Chairman
 Steve Brown
 Charles W. Oddo
 Charles D. Rousseau

**FAYETTE COUNTY, GEORGIA**

Steve Rapson, County Administrator
 Dennis A. Davenport, County Attorney
 Tameca P. White, County Clerk
 Marlena Edwards, Deputy County Clerk

140 Stonewall Avenue West
 Public Meeting Room
 Fayetteville, GA 30214

MINUTES

July 27, 2017

6:30 p.m.

Welcome to the meeting of your Fayette County Board of Commissioners. Your participation in County government is appreciated. All regularly scheduled Board meetings are open to the public and are held on the 2nd and 4th Thursday of each month at 6:30 p.m.

Call to Order

Chairman Eric Maxwell called the July 27, 2017 Board of Commissioners meeting to order at 6:31 p.m. A quorum of the Board was present.

Invocation and Pledge of Allegiance by Vice Chairman Randy Ognio

Vice Chairman Randy Ognio offered the Invocation and led the Board and audience in the Pledge of Allegiance.

Acceptance of Agenda

Chairman Maxwell moved to remove Item #7 from the agenda and to have the County Administrator give an update on the water main break in Peachtree City. Vice Chairman Ognio seconded. The motion passed 5-0.

County Administrator Steve Rapson briefed the Board that a Georgia Department of Transportation (GDOT) crew broke through a 10" water main that impacted 19 businesses. All the businesses were notified of the "boil notice" due to the break. No residential properties were impacted. The water was back online around 2:30 p.m.

PROCLAMATION/RECOGNITION:**PUBLIC HEARING:**

Community Development Director Pete Frisina read the *Introduction to Public Hearings for the Rezoning of Property*. A copy of the Introduction to Public Hearings for the Rezoning of Property, identified as "Attachment 1", follows these minutes and is made an official part thereof.

- 1. Consideration of Petition No. 1267-17, Jet Food Stores, Owner, request to rezone 2.928 acres from R-72 to R-40 to develop a Residential Subdivision consisting of two (2) lots located in Land Lot 58 of the 5th District and fronting on Hilo Road and State Route 92 with two (2) conditions.**

Mr. Frisina briefed the Board that the two conditions included, no driveway access to the subject property allowed on State Route (SR) 92 and that the subject property shall be limited to one shared driveway on Hilo Road to serve the two proposed lots.

Ron Godwin, Agent for the petitioner, stated that the owner wanted the property zoned the same as the surrounding properties. Commissioner Steve Brown asked for the total acreage. The total acreage was 2.928 acres. Mr. Godwin

stated that they suggested R-40 instead of R-45 because the building lines were different. He stated that one of the lots fronts on SR 92 and the building lines were further away. He stated that he agreed to the two conditions.

No one spoke in favor or in opposition of this petition.

Vice Chairman Ognio asked what size homes would be built. Mr. Godwin stated that he was not certain.

Commissioner Brown moved to approve Petition No. 1267-17, Jet Food Stores, Owner, request to rezone 2.928 acres from R-72 to R-40 to develop a Residential Subdivision consisting of two (2) lots located in Land Lot 58 of the 5th District and fronting on Hilo Road and State Route 92 with two (2) conditions. Commissioner Charles Rousseau seconded. The motion passed 5-0. A copy of the request, identified as "Attachment 2", follows these minutes and is made an official part thereof.

2. Consideration of Petition No. RP-062-17, Benjamin D. Shermer, Owner, and Randy Boyd, Agent, request to add two (2) lots to Lot 1 of the Minor Subdivision Plat of Betty J. Adams located in Land Lot 75 of the 7th District and fronting on Ellison Road and Sun Road.

Mr. Frisina stated that both staff and the Planning Commission recommended approval.
No one spoke in favor or opposition of this petition.

Commissioner Brown stated that there was a 3-2 vote by the Planning Commission because the applicant was not present. Mr. Frisina stated that the two Planning Commission members wanted the petition brought back so that the petitioner could be present. Commissioner Brown asked if the Planning Commission had concerns. Mr. Frisina stated no concerns were voiced, just that they wanted the petitioner present.

Commissioner Brown asked if anything was being done related to the driveways. Mr. Frisina stated that as a requirement of the county ordinance, each one would have an individual driveway. There are only two instances when the driveway can be shared and that was if the County Engineer determines there was a safety issue or if there was less environmental impact by sharing driveways. Commissioner Brown asked was there any existing structures on the lot. Mr. Frisina stated not on lot one.

Commissioner Rousseau asked if it presented a problem to staff or the Planning Commission when applicants do not show up and there was no interchange between the applicant and the Commission. Mr. Frisina stated normally no. He stated that he felt the two Planning Commission members would rather have the applicant present before voting. In response to Commissioner Rousseau he stated that he did not see a problem when the applicant was not present because the petitioner still had to go through the subdivision process.

Vice Chairman Ognio asked if all the right-a-way that was needed, obtained. Mr. Frisina stated that would have been acquired upfront.

Commissioner Brown moved to approve Petition No. RP-062-17, Benjamin D. Shermer, Owner, and Randy Boyd, Agent, request to add two (2) lots to Lot 1 of the Minor Subdivision Plat of Betty J. Adams located in Land Lot 75 of the 7th District and fronting on Ellison Road and Sun Road. Commissioner Charles Oddo seconded. The motion passed 5-0. A copy of the request, identified as "Attachment 3", follows these minutes and is made an official part thereof.

CONSENT AGENDA:

Consent Item #7 was removed at the start of the meeting.

Commissioner Brown requested to remove items #5 and #6.

Commissioner Brown moved to approve Consent Agenda Items #3 and #4 as written. Vice Chairman Ognio seconded.

Commissioner Brown asked Public Works Director Phil Mallon, regarding the Spalding County inmate agreement, if a matrix was created for the inmates to determine the amount of work being done. Mr. Rapson stated that there were two inmate contracts and the County terminated the contract with Coweta County because staff was unsatisfied by the lack of work. Staff was happy with the work being done by Spalding County. Commissioner Brown stated that it was the better of the worse and he wanted to ensure that staff was keeping track with what was being done. He asked staff to give a report on the work being done. Mr. Rapson stated that Road Department Director Steve Hoffman was currently keeping track of that information. Commissioner Brown stated that he followed the Coweta contract and the County could contract a private company and they would do a faster job than the inmates. He asked if staff had to be present while the work was being done under this contract. Mr. Mallon stated that it was not required, but that staff was typically present. Commissioner Brown stated that he wanted staff to keep track and to make sure that the amount being paid was worth the work being done.

Commissioner Brown moved to approve Consent Agenda Items #3 and #4 as written. Vice Chairman Ognio seconded. The motion passed 5-0.

3. **Approval of staff's recommendation to enter into Contract #1360-A with Microsoft Corporation, which is a three-year Microsoft Enterprise Agreement (EA) to provide "Software as a Service" (Office 365 with Email) and enterprise volume software licensing with software assurance at a cost of \$267,057.78, and authorization for the Chairman to sign any related documents.** A copy of the request, identified as "Attachment 4", follows these minutes and is made a part thereof.
4. **Approval of staff's request to enter into an agreement with Spalding County for use of inmate work details throughout the county.** A copy of the request, identified as "Attachment 5", follows these minutes and is made a part thereof.
5. **Acknowledgment of Sheriff Barry H. Babb's decision to trade three (3) vehicles in the purchase of new comparable replacement vehicles with Equitable Sharing Funds.**

Commissioner Brown led the discussion. He inquired about placing the vehicles on GovDeals for the trade-in value to see if the Sheriff's office would receive more money for the vehicles. He stated that if they received more money that would be great and if not, then they would have at least received the minimum value of the trade. Mr. Rapson stated that the County does use GovDeals for vehicles. He stated that the three vehicles on the agenda are from the Equitable Sharing Funds which was the seizure money that the Sheriff was responsible for. He stated that the Sheriff had the same option to use GovDeals, but as the Constitutional Officer, it was at the discretion of the Sheriff to do so. Major Michelle Walker stated that the Sheriff's office does not typically do GovDeals for this type project because the vehicles are purchased from the Equitable Sharing Fund. Mr. Rapson stated that both options are available and that staff would work with the Sheriff office. Commissioner Brown stated that he was encouraging the use of GovDeals.

Commissioner Rousseau stated that there are reports of the Ford Explorers releasing carbon monoxide into the vehicles. Major Walker stated that staff was aware of this issue and the Sheriff's office had already taken steps to address the issue. Commissioner Rousseau wanted to ensure that the Sheriff's office was aware of the situation and that the Public Works department was aware and for staff to report back.

Commissioner Oddo moved to approve Sheriff Barry H. Babb's decision to trade three (3) vehicles in the purchase of new comparable replacement vehicles with Equitable Sharing Funds. Vice Chairman Ognio seconded. The motion passed 5-0. A copy of the request, identified as "Attachment 6", follows these minutes and is made a part thereof.

6. Approval of the July 13, 2017 Board of Commissioners Meeting Minutes.

Commissioner Brown stated that he was not able to review the minutes because he was out of the country. He stated that there were some word changes, additions and that some people from the audience who would like to have their comments accentuated.

Commissioner Brown moved to table the July 13, 2017 Board of Commissioners Meeting Minutes until the August 10, 2017 Board of Commissioners meeting to allow him the opportunity to review and make changes to the minutes. Commissioner Rousseau seconded.

Leah Thomson stated that she noticed the minutes did not include Vice Chairman Ognio's comment regarding the 50% capacity at the shelter. Commissioner Brown stated that was one of the comments that he received and that he would make sure it was noted in the minutes.

Commissioner Brown moved to table the July 13, 2017 Board of Commissioners Meeting Minutes until the August 10, 2017 Board of Commissioners meeting to allow him the opportunity to review and make changes to the minutes. Commissioner Rousseau seconded. The motion passed 5-0.

OLD BUSINESS:

- 7. Staff update on the proposed GDOT roundabout projects on SR 92 at Antioch Road and Seay Road (GDOT PI 009971 and 009972) and consideration of GDOT's request for Fayette County to enter into a Local Government Lighting Agreement and Landscaping Maintenance Agreement for the projects. This item was tabled at the July 13, 2017 Board of Commissioners meeting. A copy of the request, identified as "Attachment 7", follows these minutes and is made a part thereof.**

This item was removed at the acceptance of the agenda.

NEW BUSINESS:

- 8. Consideration of a recommendation from the Selection Committee, comprised of Chairman Eric Maxwell and Commissioner Steve Brown, to appoint Danny England to the Fayette County Planning Commission for an unexpired term beginning immediately and expiring December 31, 2017 to include a subsequent three-year term from January 1, 2018 to December 31, 2020.**

Commissioner Brown stated that there was a fabulous selection of applicants. The Selection Committee recommended Danny England, who was very qualified and involved in the community. Mr. England stated that he was looking forward to being more involved in the county and using his professional experience to help guide what happens in the county. He thanked the Selection Committee for the recommendation. Chairman Maxwell stated that Mr. England was a graduate from a Fayette school.

Danny England replaces Arnold Martin who resigned from the position in May 2017 because of work obligations.

Commissioner Brown moved to approve the recommendation from the Selection Committee, comprised of Chairman Eric Maxwell and Commissioner Steve Brown, to appoint Danny England to the Fayette County Planning Commission for an unexpired term beginning immediately and expiring December 31, 2017 to include a subsequent three-year term from January 1, 2018 to December 31, 2020. Commissioner Oddo seconded. The motion passed 5-0. A copy of the request, identified as "Attachment 8", follows these minutes and is made a part thereof.

9. Consideration of staff's request to authorize staff to acquire all fee simple right-of-way and easements for SR 92 at Westbridge Road / Veterans Parkway intersection (SPLOST No. R-5F).

Mr. Mallon stated that this was a 2005 Special Purpose Local Option Sales Tax project. The construction of the project was awarded on May 25, 2017 by the Board. A vicinity map was provided as part of the presentation. The project would operate as a two-way stop and would easily expand to a traffic signal when warranted. The purpose of the request was to authorize staff to acquire all fee simple right-of-way and easement needed for the project.

Commissioner Oddo moved to approve staff's request to authorize staff to acquire all fee simple right-of-way and easements for SR 92 at Westbridge Road / Veterans Parkway intersection (SPLOST No. R-5F). Commissioner Rousseau seconded.

Commissioner Brown requested that staff send the material to the North Fayette Homeowner's Association leadership so that they can pass it on to the membership. Commissioner Rousseau stated that he would suggest the same. He stated that there may be some disappointment that it was initially starting as a two-way stop, but that it was good to know that the intersection could be expanded. He stated that he would advocate to speed it up as quickly as possible.

Chairman Maxwell asked if the motion covered all thirteen of the properties. County Attorney Dennis Davenport stated that it did.

Commissioner Oddo moved to approve staff's request to authorize staff to acquire all fee simple right-of-way and easements for SR 92 at Westbridge Road / Veterans Parkway intersection (SPLOST No. R-5F). Commissioner Rousseau seconded. The motion passed 5-0. A copy of the request, identified as "Attachment 9", follows these minutes and is made a part thereof.

10. Consideration of the County Attorney's recommendation to approve the disposition of tax refunds, as requested by Steve's A-1 Lawn and Garden for tax years 2015 and 2016 in the aggregate amount of \$1,526.39.

Mr. Davenport briefed the Board that this tax refund request was an issue of personal property paid on a piece of equipment. It was paid by both the lessor and the lessee and the recommendation was to approve the tax refund for 2015 and 2016 in the amount of \$1,526.39

No one present to represent Steve's A-1 Lawn and Garden.

Commissioner Brown moved to approve the County Attorney's recommendation to approve the disposition of tax refunds, as requested by Steve's A-1 Lawn and Garden for tax years 2015 and 2016 in the aggregate amount of \$1,526.39. Commissioner Oddo seconded. The motion passed 5-0. A copy of the request, identified as "Attachment 10", follows these minutes and is made a part thereof.

PUBLIC COMMENT:

Gerald Gillet: A Peachtree City resident. Provided two recommendations to the Board. The first recommendation was for the Board to reverse the decision that prevents county staff from working with the Humane Society on the animal ordinances. The second recommendation was that there should be a citizen animal shelter advisory board to help with the adoption of animals at the animal shelter and to get more volunteers. An advisory board would provide more citizen input for the animal shelter.

Leah Thomson: A representative of the Fayette County No-kill Coalition. Ms. Thomson provided a definition of the no-kill philosophy which was "reducing the killing of healthy and treatable shelter animals". No-kill does not mean no euthanasia. She stated that euthanasia should be used as an act of mercy and not as a population control. Ms. Thomson suggested steps to move the shelter to a no-kill would include: (1) Community cat sterilization and replacement or TNR, (2) high volume, low cost spay and neuter, (3) collaborative rescue group partnerships, (4) comprehensive adoption programming, (5) pet retention, (6) medical behavioral and rehab intervention, (7) public relations and community outreach, (8) volunteers, (9) foster care and (10) proactive pet redemption. These recommendations would be at no cost or low cost to the county and other resources could be expanded from those already in place. Ms. Thomson asked the Board to move the shelter to one that better reflects the will of the citizens.

Linda Conley: A resident of Tyrone. Ms. Conley stated that she was a dog owner since 1982 and that she only adopted rescue pets. She stated that from her experiences with animals, she had made friendly attempts to educate people concerning spay/neuter and the drawbacks of purchasing dogs from breeders. She continued to give her background in dealing with animals. She provided some of her observations with the Fayette Animal Shelter. She stated that euthanasia to manage shelter population was becoming a practice of the past. Her suggestions included: (1) Urging the Board to reverse the previous vote to not allow county staff to work the Humane Society on revising the county's animal ordinance, (2) a citizen animal shelter advisory board to be established and (3) building a new shelter.

Stephanie Cohran: A representative of the Fayette Humane Society. Asked the Board to reverse the vote taken at the July 13 Board of Commissioners meeting regarding the euthanasia policy with the "tacked on" stipulation that halted the county staff from working with the Humane Society and the other animal advocate groups to revise the county ordinances. She stated that in October 23, 2014 the Board ordered the following, "The Board directed staff to work with the Humane Society and Animal Control to draft an ordinance that would allow the Trap/Neuter/Release Program to permanently continue in Fayette County." She stated that for whatever reason that did not happen. She stated to continue the program the ordinance was needed as directed at the October 23 meeting by the Board of Commissioners. She asked the Board to reverse the decision and to perform the duties that the citizens deserve by following up on the Board's directives. She also asked the Board to consider a citizen animal shelter advisory board that was already allowed by other departments in the county such the Library Board and others. She stated that all this required the county little to no money.

Judi Wilson: A resident of Fayetteville. Ms. Wilson stated that she appreciated the Board and the commitment and the sacrifice the Board and their families have made to serve the community. She stated that the individuals coming before the Board are people that we want to be involved in government. She stated that the Board may not be able to do everything that was being

In accordance with the Americans With Disabilities Act, accommodations are available for those who are hearing impaired and/or in need of a wheelchair. The Board of Commissioners Agenda and supporting material for each item is available on-line through the County's website at www.fayettecountyga.gov. This meeting will be telecast on Comcast Cable Channel 23 and on the internet at www.livestream.com.

asked, but that the Board should listen to the citizens. She asked the Board to give the people the opportunity to do what was in their hearts. She asked the Board to reconsider the request to have staff work on the ordinance.

Lynn Lasher: A resident of Peachtree City. Ms. Lasher thanked County Clerk Tameca White for a quick response and for being very helpful with her open records request. She stated that she came to the last meeting and did not know about the ordinance. She stated that she came because of social media and because she was a citizen that takes an interest in her community. She stated that she had not been involved in the county, but that she will be from now on and that was a positive. She stated that she gets an email with the agenda from Peachtree City County Clerk Betsy Tyler any time there was going to be a meeting held. She asked the Board to do the same. She urged the Board not to admonish the citizens for not being present when the Board was not reaching out to the citizens regarding the meetings.

Serenity Richardson: A resident of Peachtree City. Ms. Richardson stated that for about a month she had volunteered at the Fayette County as a volunteer dog walker. She stated that in that month she noticed that the animal shelter had an amazing staff and that the animal shelter ran a "tight ship" in a place that was under resourced. She stated that the shelter deserved to have more resources from the community and from the county. She stated that she would like for the Board to reverse the decision from the last meeting regarding preventing county staff from working with the Humane Society to revise the county's animal ordinance. She also asked the Board to institute a citizenry advisory committee to increase involvement, get feedback and to help increase adoptions and recruit volunteers.

Jennifer Alvarez: A resident of Peachtree City. She stated that she graduated in 2012 from the University of Pennsylvania with a degree in Veterinary Medicine. She started volunteering with the Fayette Humane Society in 2016. She stated that she had never known a region with such a severe over population epidemic or where so many intact dogs were owned. She stated that she had never lived in a county where shelter animals were adopted out before being spayed or neutered. She asked why legislation had not caught up to the problem. She stated that what she struggled with was how the practice of intentionally or negligently breeding dogs was permissible, when national tax payers are spending hundreds of millions of dollars to catch, house and kill these innocent animals. She asked that Fayette County pave the way for change.

Cindi O'Connor: A resident of unincorporated Fayette County. She stated that she would like to discuss the fact that the ordinance was "tacked" on to the motion of the euthanasia policy at the last meeting. She stated that she reviewed the rules of order; Section 2-56 under Procedure and it states that "before a motion can be discussed or vetted upon by the Board of Commissioners it must be presented to the Board by a member of the Board." The presented is made by merely stating the motion. She continued that this seems to be a blanked ability to make any motion that the Board desired. She stated that the Board should be serving the need of the public and the public stated what they wanted the Board to do and that was ignored. She stated that having that motion tacked on was not transparency to the public. She stated that the Board should have allowed the presentation of the proposed ordinance and she was asking that the Board allow the ordinance be brought back at a future meeting of the Board of Commissioners so that the public can review it and give their opinions. She stated that the number of adoptions had increased and the awareness of the public to be involved in public affairs had also increased.

Susan Griffith: A resident of Fayetteville. She stated that she was one of the people that worked on the ordinance and that she does feel that a citizen advisory board was needed. She stated that Linda White was a trapper and to date, had paid for about 2,000 surgeries and they had impacted euthanasia intake.

Roy Bishop: Mr. Bishop spoke regarding agenda item # 9. He stated that the county waited for six years to get the intersection fixed and all that was being done was adding two turn lanes and one more stop sign. He stated his concerns about the stop sign being added and not having a traffic light. He stated that he disagreed with the plan.

Tom Waller: Mr. Waller stated that he did not understand why it took so long for the motion to get the right-of-way to finish the job. He stated that it should have been done from the beginning. He stated that he was afraid that the “sack of money” to pay for the West Fayetteville Bypass may not be deep enough. He asked how much money remained to pay for the parcels of land.

ADMINISTRATOR’S REPORTS: None

ATTORNEY’S REPORTS:

Notice of Executive Session: County Attorney Dennis Davenport stated that there was one item of pending litigation and four items of threatening litigation and the review of the Executive Session minutes for July 13, 2017.

COMMISSIONERS’ REPORTS:

Commissioner Rousseau:

Commissioner Rousseau stated that he wanted to recognize the passing of Betty Darden. He stated that she was very active in the community. He stated that her life was celebrated on Thursday and he wanted to acknowledge her family and recognize her legacy. She was very instrumental in getting the information out about the SPLOST.

Commissioner Oddo:

Commissioner Oddo thanked everyone for coming and expressing themselves. He stated that he did not want anyone to leave thinking that his actions last week were in any way to stop staff from talking to anybody to get good ideas. He stated that he was not trying to prevent people from talking at all.

Commissioner Brown:

Commissioner Brown stated that the motion did stop the process. He stated that there was no doubt in his mind or anyone else’s mind that the vote did stop the process. He stated that in the early years of the Board he was approached by a small group and they asked him to work on the Trap Neuter Release (TNR) program. He stated that he had no idea what it was at the time. He stated that they explained the process, showed him other areas that was doing the program, the success of the program, the benefit to the community and how it was saving the county a significant amount of money. He stated that he worked with them on the program using the same process that was used with the recent ordinance. He stated that he worked to put language together and the attorney reviewed it. He stated that the county ran some test sites and the results were overwhelmingly positive. He stated from that success the Board voted to codify the program and due to some turnover, it never got off the ground. He stated that another group of people asked him to work on the recent ordinance and this was what the Board said to do. He stated that it was not a matter of dollar and cents, but in some cases, it was rethinking the way we were doing business. He stated that he did not expect that it would not get before the Board. He apologized to the citizens that paid for the attorney from their pockets for taking them down this road. He stated that he felt bad. He stated that the woman spent thousands of dollars out her pockets to hire someone to do the “meat of the work” and to put the ordinances together and to check them with state law to make sure everything coincided and worked with the state codes and put everything together. He stated that there had been a lot of talk about not following policies and procedures. He stated that anyone who says that he did not follow policy or procedure needed to state the policy number or the procedure because to the best of his knowledge there was nothing that was done that was wrong in that process. He stated that everyone that he worked with will say that he continued to state that they would do things by the book and go through the proper channel and do things the way they should be done. He stated that he did not want anyone to accuse him of doing something the wrong way or underhanded. He stated that he had people to help work on some state issues

related to spay and neuter. He stated that he appreciated the heartfelt comments from everyone. He stated that there was no doubt what the message was and he hoped the Board would bring the ordinances back because there was a group of diligent hard working people, sacrificing and dedicating their time to get this done. He stated that his opinion was that he would love to have an advisory board and to have these great minds on the advisory board.

Vice Chairman Ognio:

Vice Chairman Ognio thanked everyone for coming to the meeting. He stated that the modification that was approved in 2014 was for the TNR and he was not certain why the ball was dropped on that ordinance. He stated that it was not a total ordinance rewrite. He stated that it was different to have an ordinance drawn up by an outside attorney and presented to the county attorney to address. He stated that there was not a motion to have the attorney review it. He stated that it would be a cost to the county. He stated that when the Board received the email there were three Commissioners who said they did not want to move forward with the ordinance. He stated that he was not sure why money would be spent if the votes were not there. He stated that the proposed ordinance had issues and a lot people don't know because they have not read the ordinance. He stated that he would like to see a motion at the next meeting for the attorney to look at the ordinance. He stated that one Commissioner cannot spend money without Board approval. He stated that this was the third makeup of the Board and that one Board's action did not carry over to the next Board. He thanked the groups that lowered the population at the animal shelter. He also thanked staff for thinking outside the box regarding this issue.

EXECUTIVE SESSION:

One Item of Pending Litigation, Four Items of Threatening Litigation and Review of the July 27, 2017 Executive Session

Minutes: Commissioner Rousseau moved to go into Executive Session. Commissioner Brown seconded. The motion passed 5-0.

The Board recessed into Executive Session at 7:52 p.m. and returned to Official Session at 8:32 p.m.

Return to Official Session and Approval to Sign the Executive Session Affidavit: Vice Chairman Ognio moved to return to Official Session and for the Chairman to sign the Executive Session Affidavit. Commissioner Oddo seconded the motion. The motion passed 5-0. A copy of the Executive Session Affidavit, identified as "Attachment 11", follows these minutes and is made a part thereof.

Approval of the July 13, 2017 Executive Session Minutes: Vice Chairman Ognio moved to approve the July 13, 2017 Executive Session Minutes with the correction of the spelling of Commissioner Oddo's name. Commissioner Brown seconded. The motion passed 5-0.

ADJOURNMENT:

Commissioner Brown moved to adjourn the July 27, 2017 Board of Commissioners meeting. Vice Chairman Ognio seconded. The motion passed 5-0.

The July 27, 2017 Board of Commissioners meeting adjourned at 8:33 p.m.

Tameca P. White, County Clerk

Eric K. Maxwell, Chairman

The foregoing minutes were duly approved at an official meeting of the Board of Commissioners of Fayette County, Georgia, held on the 10th day of August 2017. Referenced attachments are available upon request at the County Clerk's Office.

Tameca P. White, County Clerk

COUNTY AGENDA REQUEST

Page 20 of 189

Department: Parks and Recreation

Presenter(s): Charles McCollum, Chairman, P&R

Meeting Date: Thursday, August 10, 2017

Type of Request: Consent Item# 5

Wording for the Agenda:

Approval of the revision to the Parks and Recreation Policy and Procedures Manual to change the non-resident impact fees to \$25 per sport season beginning with the 2018 Sport Season as presented by the Fayette County Recreation Commission.

Background/History/Details:

At the June 22, 2017 Board of Commissioners meeting, the Board unanimously approved the adoption of the Parks and Recreation Policy and Procedures Manual with the caveat that the Recreation Commission would bring back to the Board a recommendation related to the youth association non-resident impact fees listed in the policy manual.

The Recreation Commission met in July and voted unanimously to recommend to the Board of Commissioners that the Youth Association Impact Fees for non-residents be raised to \$25 per sport season beginning with the 2018 Sport Seasons.

What action are you seeking from the Board of Commissioners?

Approval of the revision to the Parks and Recreation Policy and Procedures Manual to change the non-resident impact fees to \$25 per sport season beginning with the 2018 Sport Season as presented by the Fayette County Recreation Commission.

If this item requires funding, please describe:

Has this request been considered within the past two years? Yes

If so, when? June 22, 2017

Is Audio-Visual Equipment Required for this Request?* No

Backup Provided with Request? No

*** All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.**

Approved by Finance Not Applicable

Reviewed by Legal

Approved by Purchasing Not Applicable

County Clerk's Approval Yes

Administrator's Approval

Staff Notes:

FAYETTE COUNTY PARKS AND RECREATION

POLICY AND PROCEDURES MANUAL

Amended June 2017
Amended April 2012
February 2009

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A. YOUTH ATHLETIC ASSOCIATIONS

Fayette County is fortunate to have volunteers who execute youth recreational sports programs on behalf of the County. In this unique partnership, the County provides staff, budget, and resources to construct and maintain quality sports fields and facilities. Youth Athletic Association (henceforth referred to as YAA), shall have a board of directors to organize, plan, and administer outstanding youth sports programs. Together, this team ensures that wholesome, healthy, and enjoyable recreation activities are available to literally thousands of youth in the County.

This document serves as the agreement between the YAAs and the County and establishes certain requirements the organization must fulfill to conduct its program in a County owned park or facility (hereinafter “Park”). These requirements are necessary to assure public confidence in the management and structure of these organizations while ensuring the safety, health, and protection of the participating members. YAAs agree to abide by the Fayette County Parks and Recreation Department Policy and Procedures Manual. This manual expands on the listed requirements to describe County policies and procedures, as well as outlining the responsibilities of both the Parks and Recreation Department (hereinafter “Department”) and the organization. This handbook outlines the basic structure of the YAAs to ensure all programs are operated consistently with Department and national recreation program standards. Violation of any requirement may constitute cause for revocation of the use of Parks.

Recognizing that Fayette County provides valuable assets that are funded by tax payers and that these assets are utilized by YAAs, YAAs and their competitive/travel programs are required to provide their services in concert with established County policies, ordinances, and good business practices. In addition, situations may arise requiring the County to be involved in issues related to YAA operations. In these instances, the YAAs are required to cooperate with the Parks and Recreation Department and the Recreation Commission to resolve issues in cases not specifically covered by this manual. All grievances, protests, and ethical issues shall follow the YAAs due process procedures. In the event that the YAAs due process does not resolve the issue, a formal request for consideration shall be forwarded to the Director of the Parks and Recreation Department. The Parks and Recreation Director shall investigate the issue and forward the matter to the Recreation Commission for resolution. All decisions by the Recreation Commission regarding appeals are final. Decisions regarding the appeals will be submitted to individuals involved within five (5) business days.

1. Not-for-Profit Organization Status

Each YAA will incorporate and register with the Secretary of State’s Office as a not-for-profit organization. Proof of not-for-profit status must be submitted annually to the Fayette County Parks and Recreation Director by April 1st each year.

2. Insurance Coverage

All YAAs must provide Fayette County a comprehensive general liability insurance coverage package in the amount of \$1,000,000 per occurrence for bodily injury, personal injury, and

property damage. The Certificate of Insurance must list the Fayette County Board of Commissioners as additional insured. Also required is insurance covering the personal property of the organization including equipment and contents. All subcontractors and vendors must provide Fayette County a comprehensive general liability insurance coverage package in the amount of \$1,000,000, which is due to Fayette County before any services or activities are provided or conducted in the park. An updated copy of the current YAA insurance policy is due to the facilitator by January 15 each year. YAA boards shall be permitted to carry an umbrella policy to cover subcontractors as long as it is a comprehensive general liability insurance package in the amount of \$1,000,000 per subcontractor.

The county's insurance covers only the county's buildings and fields. It is the responsibility of the YAA to insure any contents stored in its concession stands, office, and storage buildings on Fayette County property.

3. Bylaws/Election of Officers

The Board of Directors shall be the governing body of each YAA, consistent with the Charter and Bylaws of the YAA, to conduct the affairs of the YAA. Any organization that has a separate Board of Directors (e.g. travel/competitive) will be required to sign and adhere to the terms and conditions of this manual. The YAAs should review and approve their bylaws a minimum of every two (2) years for updates and/or changes. A copy of the Bylaws must be submitted to the Fayette County Parks and Recreation Department Director each year by January 15th and/or after any amendments or changes prior to the issuance of any Facility Use Permit.

Open election of the Board of Directors is mandatory. The following statement must be a part of the YAA Bylaws:

“The President will appoint a nominating committee consisting of three (3) people from the membership and two (2) from the Board of Directors who will select a list of candidates.”

These nominations will be in writing and received by the Secretary at least five (5) days prior to a meeting established for the election of officers. The elections meeting shall be posted publicly for at least 30 days prior to the election meeting period. Nominations will also be accepted from the floor at the election meeting. The names of all nominees for each office will be entered on a single ballot and submitted to the membership present at the elections meeting. Those nominees for each office getting the greatest number of votes will be deemed to have been elected as the new Board of Directors. All of the Board of Director members must be legal U.S. Citizens and reside within Fayette County. If a potential board member resides outside of the county however his/her child/ward resides in Fayette County, then that potential board member would be considered a resident of Fayette County for purposes of serving on the Board of Directors. If after the election process has taken place and a board still have a vacancy to fill, then the YAA shall post a notice to all members for thirty (30) days seeking someone who is a resident of Fayette County to fill the vacancy. If the position is still vacant after the additional thirty (30) day time period, then the YAA shall appoint someone to fill the vacancy (who may be a non-resident of Fayette County). All YAA Boards shall be made up of a majority of Fayette County residents.

In order to prevent a possible conflict of interest, no YAA officer or board member may be employed or otherwise involved with any commercial enterprise that specializes in the type of sport or activity that the YAA provides. Should there be any question as to the eligibility of a potential officer or board member, the Parks and Recreation Department Director must be contacted and involved in the final decision. The number of Directors of the YAA shall be fixed by the Board of Directors, but must be at least six (6). If a YAA has more than one division in their association (e.g. Recreation Division and Travel Division) then the Board of Directors must have representation from each division, however a majority of the Board of Directors must represent the Recreational Division. A list of the names, addresses, email addresses, and phone numbers of the newly elected Board of Directors must be sent to the Parks and Recreation Director within ten (10) days of the election officers.

Board members of the YAAs are volunteers and shall receive no compensation or favoritism for their participation on the Board. Board members must pay registration fees for their child the same as any other member of the YAA. Board members are prohibited from doing business at a profit or for more than others may provide the service with the YAAs to avoid any appearance of a conflict of interest. Services performed at cost, a reduced cost, or free may be accepted with YAA Board approval and the Parks and Recreation Department approval. YAAs shall follow Fayette County purchasing procedures when securing services, (i.e., the acquisition of materials, supplies and services valued at more than \$20,000 shall be obtained by competitive sealed bids. Fayette County Code, § 2-119). Contracts must be no longer than annual contracts.

4. Association Annual Meeting

All YAAs must hold at least one (1) annual membership meeting each year at a time and place named by the President of the YAA. The annual meeting date of the YAA should be in accordance with the YAA bylaws and should be submitted to the Parks and Recreation Department prior to signing the contract. The agenda for this meeting shall be business as deemed necessary by the YAA. Among the items discussed at this meeting shall be the general condition of the program, summary of the financial state of the program to include an annual statement/budget as well as the current status, and goals for the future of the program. Efforts must be made for all YAA members to be notified thirty (30) days prior to the annual meeting and records maintained of this notification. The Fayette County Parks and Recreation Department must be notified of the annual meeting at least thirty (30) days in advance. It is recommended that YAAs annual meeting date be posted on the YAAs web site, outside of the YAA concession stand building, and at the Parks and Recreation Department Office at least thirty (30) days prior to the meeting.

5. Financial Reports

The Official Code of Georgia Annotated requires all corporate minutes and books of account be held open for inspection by any member of the YAA at any reasonable time. The YAAs shall assume the financial responsibility for the recreation program it operates. The County assumes no responsibility for maintaining financial stability of the YAAs. Furthermore, the County expressly assumes no responsibility for the financial well-being or outstanding debts of the

YAA. Fayette County Parks and Recreation recommends that each YAA is bonded and that annual internal audits are performed on all checking accounts. A complete copy of a financial report from the previous year (including receipts and disbursements, beginning and ending cash balances, and bank reconciliation) and a proposed budget for the upcoming year must be submitted and approved by the Fayette County Parks and Recreation Department Director annually. Furthermore, all YAAs shall afford Fayette County officials access to any and all records as if Fayette County was a member of the YAA. Failure to provide access to YAA records may result in revocation of the YAA's use privileges of Parks.

The YAAs shall properly maintain records on receipts and disbursements of all funds. The appropriate invoice or documentation shall support all disbursements. Any expenditure over \$1000.00 should have approval of the YAA board. Two Board Members (e.g. President and Treasurer) shall have access to the bank statements.

In order to insure that no individual or private entity is profiting from the use of County property, the County reserves the right to conduct an internal audit (conducted by County staff) of the YAAs financial records at any time. Audits can be conducted with no advance notice and the YAA should be prepared to produce the requested information or documentation. Moreover, if warranted by the County based on results of the internal audit, an independent audit (on the cash basis of accounting) by a Certified Public Accounting firm may be required. The YAA will be responsible for the cost associated with this independent audit.

The use of County property for the pecuniary gain of any individual or any for-profit entity is strictly prohibited. Payment of excessive salaries, or any payments in excess of fair market value for any services or supplies shall constitute pecuniary gain. YAAs should strive to avoid obtaining materials, supplies or services from any persons affiliated with the YAA or formerly affiliated with the YAA to avoid the appearance of impropriety (this would include family members of such affiliated persons).

6. Bonding of Youth Athletic Association Officers

All checks signed by the officers of YAAs should bear two (2) signatures of the appropriate officers of the YAA. YAAs are encouraged to acquire a bond for all officers and/or members of the YAA who collect and receive monies for the YAA.

7. Board Meetings

YAAs must provide the Fayette County Parks and Recreation Director a schedule of all meetings of the board. YAAs must contact the Parks and Recreation Director immediately with changes or updates to the meeting schedule. Meetings are open to the public and will be advertised on the County Web Site. It is recommended that meeting schedules also be posted on the YAA's web site.

All YAAs are required to conduct their monthly and annual meeting with an established format and procedure. Example:

- Call to order
- Roll call of members present to declare a quorum
- Reading of minutes of last meeting
- Financial Reports
- Officer reports
- Committee Reports
- Special orders (Important business previously designated for consideration at this meeting)
- Unfinished business
- New business
- Announcement
- Adjournment

The YAAs should develop a procedure by which a Fayette County Parks and Recreation staff member can address the board with comments or concerns and be an integral part of the meeting. The YAAs should develop a procedure by which members can address the board with comments or concerns. It is recommended the board require a written request from the member to be included on the meeting agenda. The request should state clearly the issue or concern to allow the board to prepare a response.

YAAs must provide the Parks and Recreation Department copies of minutes of all meetings within thirty (30) days of each meeting. In addition, the County requests that the YAAs provide copies of any newsletters or special correspondence to its membership.

8. Fayette County Meeting Requirements

Each year Fayette County Parks and Recreation hosts three (3) meetings that each YAA is required to attend. The purpose of these meetings is to increase communication between both parties so that operations will run smoothly and efficiently.

9. Individual Youth Athletic Association Meeting

- Held each year in September and/or October.
- Required attendance from YAA President, Vice President or their representative. This requirement must be met in order for facility use permits to be issued for the next year. Up to six members may attend including those listed above.
- Fayette County representatives in attendance may include: Parks and Recreation Staff, Recreation Commissioner, Building and Grounds Maintenance Staff, and possibly support services staff.

10. Annual President's Meeting

- Held each year in November

- Required attendance from YAA executive officers or their representative.
- Fayette County representatives in attendance may include: Parks and Recreation Staff, Recreation Commissioner, Building and Grounds Maintenance Staff, Marshal Staff & Guest Speakers.

11. Turf & Grounds Assessments

- FCPR and YAA will assess fields, grounds, and buildings to determine course of action needed to repair problem areas that is most affected and create a timeline for renovation.
- Fall assessments held each year in November/December.
- Spring assessments held each year in April/May.
- Required attendance by YAA President and Vice President or their representative.

12. Participation Requirement

YAAAs that utilize Parks, must ensure that no persons be denied participation in any park or programs based on race, color, national origin, religious background, sex, or age, and be in compliance with the Americans with Disabilities Act.

13. Facility Use Permits

Each YAA operating in a Park must obtain a facility use permit from Fayette County, a minimum of thirty (30) days prior and a maximum of one (1) year prior to the opening date of each sport season. For tournaments, a written notification should be received by the Parks and Recreation Director two (2) weeks prior to the association bidding on a tournament.

- This permit is to be obtained on behalf of the YAA by the President and on behalf of Fayette County by the Fayette County Parks and Recreation Director.
- This permit, issued seasonally per sport, specifically identifies facilities to be used by the YAA and the terms and conditions of said use.
- Adherence to all requirements outlined in the Policies and Procedures for YAAAs operating on Fayette County park property is a condition of the facility use permit and is considered as terms of the permit.
- Field use permits are for the sole purpose of sports fields. Passive and open areas are not available for use at any time for organized practice or play. Use of the walking trails for purposes other than running or walking by the YAA is strictly prohibited. YAAAs are responsible for ensuring that walking tracks and trails adjacent to sports fields are clear of spectators during YAA activities. YAAAs may be liable for any incidents related to unauthorized use.

14. Permits

Facility use permits are issued solely for the use of the permittee. Use under the permit is not transferable or assignable. Only the Parks and Recreation Department can issue permits to any person or organization seeking to use a Park. No organization at any time may sublet Park facilities to another organization or permit any separate organization to use a Park under the permittee's name. Violation of this policy will require the forfeiture of any money made as a result of the use of the Park and may result in the revocation of Park use privileges of the permittee.

15. Cancellations

Fayette County Parks and Recreation Department reserves the right to cancel any scheduled activity on County facilities when it determines that such use could potentially cause unsafe conditions for the YAAs, spectators, general public, and/or damage to the facility or grounds. Furthermore, the County maintains the authority to close a facility at any time it deems it to be in the best interest of the public.

B. FACILITY USE AND OPERATIONS

1. Parks and Recreation Department Role

The role of the Fayette County Parks and Recreation Department is to facilitate agreements and permits with those desiring to use Fayette County Parks and Recreation athletic fields and facilities; to implement various youth athletics programs, activities, and events; and to ensure that the recreational assets of Fayette County are utilized effectively and efficiently to allow maximum participation and citizen access. In addition:

- Assist user groups in setting usage dates and times; securing permits; completing significant event notification; collecting insurance and non-profit verification documents from YAAs; collecting impact fees, out-of-county fees, rental fees, deposits, and any other fees associated with facility use;
- Collect team or league rosters; proposed practice, game, and tournament schedules; and program participation reports from YAAs for each season and each sport.
- Attend YAA monthly board meetings and elections and serve in an advisory capacity during these meetings.
- Relay all communication from the YAA to County Administration and vice versa.
- Assist the YAAs with coaching education by offering National Alliance of Youth Sports (NAYSA) certifications for each sport and CPR/AED training.
- Regularly inspect parks, fields, and facilities and communicate issues, concerns, and problems with support services staff and parks ground maintenance staff on behalf of YAAs.
- Disseminate information on field and facility closures for inclement weather or renovation.
- Post YAA announcements on park signage per Fayette County procedures.

- Notify YAAs of mandatory meetings conducted by Fayette County Parks and Recreation Department.
- Ensure YAAs comply with the Policies and Procedures outlined in this manual.

2. Sport of Season Guidelines

Fayette County Parks and Recreation reserves the right to administer field/facility permits to YAAs according to established sport of season priorities. Fayette County Parks and Recreation recognizes and prioritizes field/facility use according to the following guidelines:

Fall Sports: Football & Cheerleading is considered the sport of season at parks designated for football use. Soccer is considered the sport of season at all soccer fields and soccer complexes. Baseball/softball is considered the sport of season at all baseball/softball fields and baseball/softball complexes.

Winter Sports: Basketball and archery is considered the sport of season during the winter months at all Fayette County Parks and Recreation and Board of Education basketball and indoor facilities.

Spring Sports: Soccer is considered the sport of season at all soccer fields and soccer complexes. Baseball/softball is considered the sport of season at all baseball/softball fields and baseball/softball complexes.

Lacrosse and/or other sports as requested may be conducted on stand-alone fields during the various seasons. All county fields may also be rented to organizations or the general public as deemed appropriate by the Fayette County Parks and Recreation Department.

3. New Sport or League

YAAs must notify the Fayette County Parks and Recreation Director of plans to implement any new sport or league. This notification must be a minimum of six (6) months in advance.

4. Registration

Registration for recreational youth sports programs will be open to all youth that meet the age requirements set forth in the specific sport by-laws.

- Registrations must be advertised a minimum of thirty (30) days in advance.
- Registration will be taken until all team roster positions are filled or two (2) weeks prior to the beginning of regular season games.
- All registration must be conducted on an equal opportunity basis prior to the start of the season. YAAs should make every effort to maximize participation and use of facilities.
- YAAs must offer all persons of appropriate age the opportunity to participate in any YAA program regardless of race, color, national origin, religion, sex, age, or disability.

Traveling/competitive team registrations and tryouts must be open to all eligible players. The dates, times and locations for tryouts and registrations must also be advertised in order to notify the YAA membership and the general public.

YAA's must submit a copy of all travel/competitive team tryout and registration announcement documents to the Parks and Recreation Director at least two (2) weeks prior to the 1st tryout or registration session.

Travel/competitive teams are defined as those teams which are formed to participate outside the normal recreation league program. Travel/competitive team programs must have open and advertised registration and tryouts. Travel/competitive teams must register and conduct tryouts prior to the YAA open registration for recreation players. No child that has adhered to the open registration policy may be denied the opportunity to try out for a travel team. All participants must register and pay on an individual basis. Travel/competitive team participant basic fees must be the same as recreation team participant basic fees and be made payable to the YAA. Each YAA should supply everyone who is registering information as to what basic fees cover during the registration process. Any travel/competitive program with its own board of directors will be required to obtain a Facility Use Permit from the Fayette County Parks and Recreation Department not with a YAA.

YAA's may not register entire teams or independent travel/competitive teams. All individuals that do not qualify for the travel/competitive program must be offered the opportunity to participate in the YAA's recreation league.

5. Field Scheduling:

Final decisions regarding field scheduling will be vested in the Parks and Recreation Director. Proposed dates for try outs, practice and league games at Fayette County facilities must be submitted in writing, a minimum of thirty (30) days and a maximum of one (1) year in advance to the Parks and Recreation Director. Once submitted, the Parks and Recreation Director will allocate field space as deemed in the best interest of Fayette County residents. First priority will be given to Fayette County recreation programs, next to traveling or select programs and then to the general public and other organizations.

Game Schedules:

YAA's must make the scheduling of practices and games for recreation teams their first priority during the scheduling process. Schedules submitted to the Parks and Recreation Director must identify which teams are recreation teams and which teams are competitive/travel teams. All practice times and game times must be approved by the Parks and Recreation Director prior to the start of the practices and games. Upon review of these schedules, should Fayette County Parks and Recreation Department determine that excessive time is allotted for practices, time will be given to other groups in need of space. Unscheduled field time will be scheduled by the Fayette County Parks and Recreation Department as deemed appropriate. Unscheduled field time refers to approved practice and game schedules. Athletic fields will not be prepared and

materials such as line marker paint will not be distributed until the Parks and Recreation Director receives a written practice and/or game schedule.

Youth Athletic Association	Submittal Deadlines
Spring - Baseball	March 1st
Spring - Softball	March 1st
Spring - Soccer	March 1st
Football	August 15th
Fall - Baseball	September 1st
Fall - Softball	September 1st
Fall - Soccer	September 1st
Winter – Basketball	November 15th
Winter - Archery	November 15th
Camps/Clinics	December 1st

6. Practice and Game Schedules

The YAA will supply to the Parks and Recreation Director a final copy of their practice schedule one (1) week prior to the start of practices, and a copy of their game schedule one (1) week prior to opening day for any games.

7. Tournaments

YAAAs must request in writing to the Fayette County Parks and Recreation Director for permission to use Parks for tournaments. This written notification should be received by the Parks and Recreation Director two (2) weeks prior to the association bidding on a tournament. This written request should include tournament dates, times, and specific facilities. In addition, a tournament budget must be submitted and approved by the Parks and Recreation Director prior to bidding on a tournament. The association board must serve as tournament director and accept all monies applicable to the event. Upon approval from Fayette County, the association may proceed with the tournament bid process. Once the association has been notified of the award of the tournament they should confirm tournament dates, times, and tournament needs from the County with the Parks and Recreation Director. Within two (2) weeks of being notified about awarded tournament(s), the County will indicate assistance it can provide concerning the association's request. The tournament/event must take place during the time period allotted to the association by the Department. The department reserves the right to impose a fee for use of the facility if it is determined the event is not directly linked to the normal operations of the primary volunteer organization of the park/facility, whether during the allotted time or not.

Note: Tournaments which are not principally organized and administered by the YAA shall require that the tournament sponsor obtain a use permit and pay applicable use fees directly with the Parks and Recreation Director on behalf of the YAA.

For tournaments where large amounts of people and trash are expected, YAAs should rent adequately sized dumpsters and port-a-johns for the duration of the activity, and ensure that trash bags are deposited in the dumpster (s). Dumpsters and port-a-johns should be removed from the site the last day of or the day after the tournament or activity. If not removed within five (5) business days after the tournament, the YAA must show proof a contact has been made to the appropriate vendor regarding the removal of the equipment.

Following every tournament, a revenue/expense report will be submitted to the Recreation Director within four (4) weeks identifying revenues and expenditures.

All outside organizations wishing to conduct a tournament/event in a park/facility MUST make their request directly to the Parks and Recreation Director. Outside organizations are subject to a fee charge for the usage of the facility. The department reserves the right to change, alter, or cancel the event based on weather conditions or unapproved changes to the structure of the event.

8. Camps & Clinics

YAAs must request in writing to the Fayette County Parks and Recreation Director the use of Parks for any camps and clinics sponsored by the YAA. The written request should be received to the Parks and Recreation Director by December 1st of the year prior to requested date of use. Attached to the written request must be a camp and clinic budget which must be approved by the Parks and Recreation Director by December 1st of the year.

Failure to provide adequate request and notice of scheduled tournaments and/or camps and clinics to the Fayette County Parks and Recreation Director could result in conflicts with county sponsored camps & clinics or field turf renovation projects and rejection of field use permit. Failure to provide notice could also eliminate or reduce Park Maintenance revisions of the facility needs for YAA tournaments and/or camps.

For camps/clinics where a large amount of people and trash are expected, YAAs should rent adequately sized dumpsters and port-a-johns for the duration of the activity and ensure that trash bags are deposited in the dumpster(s). Dumpsters and port-a-johns should be removed from the site the last day of, or the day after, the tournament or activity. If not removed within five (5) business days after the tournament, the YAA must show proof a contact has been made to the appropriate vendor regarding the removal of the equipment.

Following every camp or clinic, a revenue/expense report will be required within four (4) weeks explaining the cost incurred in hosting the camp or clinic and projections of where the revenues are going. Field rental fees will not be assessed by the County so long as it is shown that the camps or clinics are not subsidizing individual income of paid or volunteer staff, and that they are part of the routine activities of the YAA.

9. Board of Education Facilities

Fields, gymnasiums, and other school facilities can be reserved with a Board of Education Facility. Reservation for BOE facilities must be submitted by YAA President or his/her designee to the Parks and Recreation Director. All Board of Education Facility Policies and Procedures regarding opening/closing a facility, usage of the facility and cleanup of a facility must be followed.

10. Coaching Certification

A minimum of two YAA Board Members are required to be CPR/AED certified. In addition, Fayette County encourages associations to require all sport coaches to attend coaching clinics and Heartsaver CPR with AED. Fayette County requires all board members and coaches to attend concussion training and mandatory reporter training. Records of certification may be requested by the Parks and Recreation Department, but not a requirement at this time. Fayette County Parks and Recreation staff regularly conducts National Youth Sports Coaching Association (NYSCA) clinics for each sport throughout the year. NYSCA participation is encouraged but is not required. Fayette County Parks and Recreation Staff also regularly conduct Heartsaver CPR with AED Clinics throughout the year.

11. Background Checks

Background checks must be conducted on all board members, coaches, and officials. Background checks shall be completed on the President and Treasurer before taking office or turning the financial books over to the treasurer. Fayette County will assist in conducting the background checks. Records of background checks must be turned in and approved prior to the working/coaching/officiating with any minor.

12. Conduct

Fayette County Parks and Recreation encourages all YAAs to support and promote sportsmanship in all of its leagues and programs. Parents should sign a parent's code of ethics during the registration process of each sport season for their child. Coaches and officials should sign the appropriate code of ethics prior to the start of each sport season.

YAAs are responsible for addressing behavior by the officials, coaches, parents, participants, and spectators that is considered harmful to the program. Profanity is not to be tolerated. Any incidents involving negative behavior are to be addressed by the organization's board of directors. All grievances, protest and ethical issues shall follow the YAAs due process procedures prior to being brought to the Parks and Recreation Department or Recreation Commission for resolution.

Fayette County Parks and Recreation Department has a NO TOLERANCE POLICY. When an umpire, referee, or designated official informs an individual or individuals involved in a confrontation or conduct unbecoming to leave the Park and the individual(s) does not leave, or leaves and returns, the appropriate law enforcement authorities shall be summoned.

Constant disagreement and quarreling within an YAA utilizing Fayette County Parks and Recreation facilities shall be grounds for calling the Officers of the offending parties and/or the YAA before the Parks and Recreation Department or Recreation Commission to show cause why the offending parties and/or YAA should not be suspended or permanently barred from using the Fayette County Parks and Recreation facilities.

13. Youth Athletic Associations Operations and Maintenance Responsibilities

YAAs are responsible for collecting litter daily from fields, dugouts, press boxes, restrooms, concession area and breezeway, and placing it into trash receptacles. Trash left in the areas outlined constitutes a violation of the facility use permit and may hinder field/facility preparation. Boxes from the concession stand should be crushed and taken to the park dumpster

YAAs are responsible for field preparation for games/practices and all other maintenance above and beyond regularly scheduled maintenance services provided by the County.

YAAs must post a copy of the Facility/Park Use permit at the park and provide a copy to every coach each season.

Sand, clay, quick dry, and other Fayette County approved material(s) used during inclement weather conditions must be kept at minimal use. Overuse of these types of materials may result in damage to the playing surface and result in closure of the sport field until it can be repaired.

YAAs are responsible for providing all sports equipment and all necessary personnel to operate the program.

YAAs must turn field lights off each evening at the conclusion of activities and ensure that lights are off on fields not in use. Lights should not be used until necessary in the evenings. A monetary penalty may be assessed against the YAA for lights left on unnecessarily. There is a constant and significant expense associated with field lighting that requires constant management by the YAAs. If energy management initiatives are not aggressively pursued by the YAAs, then the YAAs may be responsible for funding the field lighting cost.

Cost to repair damages directly associated with misuse or abuse of park equipment (scoreboard control boxes, fencing, etc.) by YAA members will be the responsibility of the YAA. Fayette County will replace or repair damaged equipment and the YAA will be billed for the expense. Unpaid bills will jeopardize facility use permits.

Scoreboard control boxes must be checked out through the Parks and Recreation Director under the following guidelines:

- YAA President must complete and submit a scoreboard control box checkout agreement to the Parks and Recreation Director.

- Scoreboard control boxes must be turned in to the Parks and Recreation Director within two (2) weeks after the end of the season.
- Scoreboard control boxes, that are damaged, lost or destroyed, must be immediately reported to the Parks and Recreation Director.
- A minimum of thirty (30) days should be expected for all repairs.
- The YAA shall be responsible for the cost of repairs to or purchase of any lost or damaged score board control boxes due to negligence.
- Scoreboard control boxes must be stored at the park in the concession or designated storage area.
- Scoreboard control boxes are mated to specific scoreboards and must remain with their respective mate.
- YAAs must turn field scoreboard off each evening at the conclusion of activities and assure that scoreboards are off on fields not in use. A monetary penalty may be assessed against the YAA for scoreboards left on unnecessarily. There is a constant expense associated with scoreboards that requires constant management by the YAAs. If energy management initiatives are not aggressively pursued by the YAAs, then the YAAs may be responsible for funding the field scoreboard cost.

14. Securing Soccer Goals

Soccer Associations must secure all soccer goals safely during the soccer season and must secure and lock all soccer goals between seasons.

During the soccer season, soccer goals may be secured by use of sand bags. The sand bags must be purchased from a manufacturer that produces and markets the bags specifically for use as a means of securing soccer goals. Requests to use something other than bags of sand that are not specifically manufactured to secure soccer goals shall be submitted and approved by the Parks and Recreation Director prior to usage.

Each goal must be secured by an appropriate number of bags to prevent the goal from the possibility of tipping or falling. The number of bags required for securing goals would depend on the size and weight of the goal. YAAs are encouraged to err on the side of caution when determining the appropriate number of sand bags for each goal.

15. Advertising and Signage

YAAs wishing to place signs in the parks for the purpose of announcing program registration and events must obtain approval from the Parks and Recreation Director through written request. If approved, the sign must not be installed earlier than thirty (30) days prior to the event and

must be removed no later than seven (7) days after the occasion. Sponsorship signs located within the park should follow the below guidelines but will not require approval from the Parks and Recreation Director.

16. Sponsorship Sign Guidelines

Team signs may be displayed for games as long as they are removed each day/evening. Signs for baseball/softball facilities must be placed in fair territory along the left field and right field outfield fence. To avoid the impairing of the batter's vision, no signs should be located in center field.

- Location of signs for football and soccer facilities will be determined on an individual basis. However, signs for football and soccer should generally be located along the sidelines.
- Signs must be centered on the respective ten (10) foot fence paneling. Banners may not be placed on consecutive fence panels. One empty panel must be left between each sign. All banners must also be installed in a way that its location will not impair the play on any field.
- Signs may not cover the top support pole of fencing or the bottom of fencing.
- Signs may not exceed a size of eight (8) feet in width or four (4) feet in height on fencing six (6) feet in height or above. Fencing that is less than six (6) feet in height will be restricted to a sign height of no more than three (3) feet. Other sizes for signs should be approved in advanced by Parks and Recreation Director prior to installation.
- Corrugated plastic material (flute polypropylene) or high quality vinyl is required for all banners unless approved in advanced by Parks and Recreation Director. All corrugated plastic banners must have rounded edges and be a minimum of four (4) millimeters in thickness. There must be a sufficient number of reinforced grommets on each banner to insure that all signs are secured safely. It is recommended that lettering be made of high performance vinyl.
- Signs must be attached with heavy-duty plastic cable zip ties.
- Signs may be left up on a seasonal basis. The signs must be removed by the YAAs no later than fourteen (14) days after the conclusion of the season/event. If upon Fayette County routine inspection it is determined that signs are not visually appealing (e.g. letters missing, faded, torn, etc.), contain improper content or are a safety hazard, the sign will be removed and stored at the Parks and Recreation Department until it is received by the YAA.
- Signs will be approved on an individual basis. It is recommended that the background of each sign be white with green lettering.
- YAAs will only be allowed to post signs of sponsors. No other signs will be allowed.
- YAAs shall not discriminate against a sponsor because of race, religion, age, race, sex or national origin.

Advertising for alcohol, drugs, or tobacco products is prohibited.

Signs cannot be placed on the outside of a fence except within parking lot areas.

17. Field Dedication Procedures

The President of the YAA must submit a request to dedicate a field in writing to the Parks and Recreation Director at least two (2) months in advance. The request must include a biography of the person being honored which includes his/her outstanding contribution to the YAA/Park/Field/or County. The request must be approved by the Fayette County Board of Commissioners before any action is taken to formally dedicate a sports field.

18. Concession Health Standards

Fayette County Parks and Recreation Department recommends that YAAs follow proper health code standards at all times during concession operations. It is required that YAAs place signs in restroom facilities stating: "Concession workers are required to wash hands before returning to work".

YAAs that serve food items should be inspected by Fayette County per guidelines established by the Health Department. A Health Department permit will be required should YAAs continue to not meet guidelines.

19. Concession Products

Due to the support of the Atlanta Coca Cola Bottling Company by providing the Fayette County Parks with scoreboards, ice machines, menu boards and maintenance of each, we ask each YAA to serve only Coca Cola products through concession operations. If the YAA chooses not to purchase their coke products from the correct vendor, the Atlanta Coca Cola Bottling Company will come take their scoreboards and coolers. Then it will be the responsibility of the YAA, and not the County, to furnish scoreboards and coolers.

****Fayette County recommends that items that create undue trash problems not be made available in the concession building (e.g. condiment packets, paper covered straws). Eliminating these types of items will greatly help both Parks Maintenance and the YAA in keeping the parks clean. Discretion is recommended in choosing items for resale in the concession building.**

YAAs will be responsible for providing, operating and maintaining all concession equipment necessary for their operation. Fayette County assumes no liability for any YAAs concession equipment or health violations. Because the selling of concessions is mainly through exchange of cash, the YAA should set policies for daily documentation of receipts and inventory.

20. Outdoor Cooking and Grilling

All outdoor cooking/grilling must be conducted in a Fayette County Parks and Recreation Department approved location prior to use. This cooking/grilling location must be located at least ten (10) feet away from any combustible structure. No one under the age of 16 shall be permitted to cook or grill.

21. Cooking with Grease

YAAAs cooking with deep-frying greases/oils are required to follow proper removal and disposal guidelines. No grease/oil can be disposed or dumped anywhere on park property.

YAAAs cooking outside of the concession building outdoors are required to protect the ground surface (no matter the surface type) from becoming contaminated by cooking greases/oils. Spill pans or mats need to be used and properly cleaned and maintained according to the above guidelines.

Indoor frying with grease is prohibited except in buildings that contain cooking units with ventilated hoods and a fire suppression system.

No one under the age of 16 shall be permitted to cook or grill.

22. Material Storage

Storage of materials in or around the HVAC area unit adjacent to concession buildings is prohibited. The cost for any damage that is caused by the storage of materials in the HVAC area by YAAAs will be billed to the offending YAA.

23. Storm Water Runoff

Storm Water Run Off is defined as any water that drains naturally into the ground or that is diverted via curbs and gutters into an underground diversion system from parking lots and sidewalks.

- YAA vehicles and equipment washing may only be done on grassy surfaces. This may not be done on gravel or exposed ground.
- YAA vehicles and other motorized equipment are to be maintained in good working condition. These vehicles will not be allowed to leak oil, chemicals, or contaminants into the grass, soil, and paved or concrete surfaces in the park.
- YAA vehicles, and other motorized equipment that require fossil fuels, including oil, gasoline, kerosene or diesel may be serviced on site, however, all used fuels and oils may not be disposed or dumped anywhere on park property. A professional collection and disposal plan is required and a contract must be provided to Fayette County Parks and Recreation Department.

24. HVAC Temperature Control

YAAAs are responsible to help maintain the County's energy management program. This program includes maintaining the temperature control setting in county buildings at 68 degrees in the winter and 78 degrees in the summer. Concession stand buildings should maintain a temperature that is energy efficient but will allow food and candy to be properly maintained.

Abuse of this program (which includes damage to any part of the HVAC system, including the thermostat, thermostat lock out box, condenser, air handler, ducts, etc.) by the YAA (upon final determination by County officials) will result in the YAA being responsible for all repair or replacement costs.

25. Use of Community Buildings and Pavilions

- Requests for use of community buildings and/or pavilions must be approved and processed by the Parks and Recreation Department.
- Use of pavilions, activity rooms, and recreation center facilities at no charge are only allowed and must be used for registration, board meetings, general annual elections, league drafts, uniform distribution, picture days, coaching/official clinics and any type of informational meeting that is for the good of all members of the YAA. YAAs may rent pavilions and/or facilities for additional meetings.
- Fayette County Parks and Recreation facilities may be rented to YAAs for team parties, banquets, team meetings, and other YAA activities.
- YAAs are responsible for set up and take down and to make sure that the facility is left in the same manner, if not better, than it was found.
- Please contact the Parks and Recreation Department with questions concerning the use of Fayette County Parks and Recreation facilities.

26. Security

A designated board member or their representative MUST make sure the entire permitted area is secure before leaving the park. All buildings must be closed and locked. All lights and scoreboards must be turned off. All gates must be closed. A monetary penalty may be assessed against the YAA for lights/scoreboards left on unnecessarily.

27. Keys

A set of keys to park facilities will be issued to the President of each YAA at no charge. A set is defined as a full complement of keys to open all doors required by the YAA. The President may disburse them to board members as necessary. The organization must receive permission from the Parks and Recreation Director prior to installing locks on buildings, light boxes, gates, etc. that are not issued by the department. Three keys (one for the Parks and Recreation, one for the Maintenance Department, and one for the Marshal's Department) must be provided to the County for any locks installed by YAA within one (1) business day of lock installation.

28. Operation of Motorized Vehicles

It shall be unlawful for any person to drive any motorized or electric vehicle or equipment in a recreation facility except upon roadways designated and maintained for vehicular traffic, and except upon walkways and fields when permitted and approved by the Parks and Recreation Director. Law Enforcement and Parks and Recreation employees whose duties require them to drive maintenance vehicles and equipment shall be exempt from the limitations set forth in this section.

- No one under the age of 16 shall be permitted to operate a motorized or electric vehicle or equipment.
- Only one (1) passenger shall be allowed in a any 4-wheel motorized vehicle (i.e. golf cart, gator, mule, etc.) and all passengers must remain seated at all times with arms and legs inside. No riders shall be allowed in cargo box or anywhere else on vehicles.
- Horseplay on motorized or electric vehicles or equipment shall be prohibited.
- Maximum speed for all off road vehicles shall be 5 MPH.
- Pedestrians shall have the right of way. Operators should always be on the look out for children. EXTREME CAUTION should be used at all times while operating a motorized vehicle in the Park.
- Turn on headlights during dark periods of the day. Headlights should be left on a half (½) hour after sunrise or be turned on a half (½) hour before sunset.
- Vehicles should avoid sudden starts, stops, or turns.
- Headphones shall not be permitted while operating a vehicle.
- Operators shall park all vehicles on level surfaces, engage the parking brake, stop the engine, and remove the key before departing the vehicle. NEVER LEAVE THE VEHICLE UNATTENDED WITH THE MOTOR RUNNING.
- When filling tanks shut off the motor, do not smoke, keep hose nozzle against the edge of filler pipe, and avoid overfilling.

29. Publicity

The distribution of flyers in schools must be approved and stamped by the Board of Education. YAAs are responsible for printing, bundling, and distributing flyers.

30. Public Address System

Public address systems as defined by Fayette County Parks and Recreation includes: hand held bullhorns, portable “karaoke” systems, portable microphone & speaker combinations, built-in or “house” systems as well as noise makers, air horns, sirens or any other similar devices.

- The use of public address systems by YAAs is permitted in Fayette County Parks, but restricted to the following policies and guidelines;
- YAAs are required to submit a written request to the Parks and Recreation Director to use Public Address systems in County Parks at least two (2) weeks in advance of planned use. The request must describe the days and times of intended use for the public address system. A diagram depicting the fields or directional locations that the amplifiers or speakers are to be projected must accompany the request. The request must include a description of the public address system and the intended use.
- Upon approval, the YAA President is required to sign a Public Address System Use Agreement.
- YAAs are responsible for all expenses associated with public address systems purchase, rental, repair/maintenance, and care. Any damage to County property

due to a public address system fault/damage is the financial responsibility of the YAA.

- Prior to installation the Parks and Recreation Director must approve YAA requests to permanently affix public address systems to county property.
- Public address systems are restricted to the policies and guidelines outlined below.

Use of Public Address systems:

- Use will only be permitted between from 8:00 a.m. - 10:00 p.m. Monday – Saturday and 12:00 p.m. -10:00 p.m. Sunday, unless otherwise approved.
- Volume is not to exceed a reasonable level for the immediate listening area and considerate of adjacent neighborhoods.
- The making of any loud noise, which disturbs, annoys, injures or endangers the comfort, repose, peace or safety of other persons in or playing in a recreation area will not be tolerated.

Generally Acceptable Use of Public Address systems:

- Opening day ceremony
- Tournament announcements
- Emergency announcements (lost & found, weather, etc.)
- Team/Player introductions
- Only by adults (18 years and older)

Prohibited Use of Public Address systems:

- In Depth play by play game announcing
- Promotional announcements
- Ongoing music of any kind
- Non activity music (any kind)
- By anyone under the age of 18.

Failure to abide by these guidelines will result in suspension and/or potential loss of public address system privileges for the remainder of the season.

31. Satellite Dish

YAAAs are required to submit a written request to the Parks and Recreation Director to use a satellite dish in County Parks at least two (2) weeks in advance of planned use. The request must include a description of the satellite dish and the intended use. A diagram depicting the locations of the dish and other equipment associated with the satellite dish must accompany the request. YAAAs are responsible for all expenses associated with satellite dish systems purchase, rental, repair/maintenance, and care. Any damage to county property due to a satellite dish systems

fault/damage is the financial responsibility of the YAA. Prior to installation the Parks and Recreation Director must approve YAA requests to permanently affix satellite dish systems to County property.

32. Web Sites

YAA Web Sites should be utilized to provide information to the public and to the YAA members regarding the scope and administration of all sports programs. Suggested information includes (but not limited to):

- Dates for registration, 1st week of practice, 1st week of games, duration of season, program cost and fees, equipment included in registration cost, equipment provided by players, awards (if any).
- Contact information for Board Members and individual sport commissioners/directors.
- Copy of updated by-laws.
- Schedule of executive board meetings, annual membership meeting, and elections.
- List of fields/facilities with driving directions.
- Rules for each sport.

33. Field Light Use

Field lights are on timers set to turn on 1-hour prior to dusk, and turn off at 11:00 PM. unless the YAA has requested and been approved a permit for a specific use not during this time period.

34. Sunday Field Use

Sunday field use is available to the general public, unless the YAA has requested and been scheduled for a specific use. YAAs currently holding Fayette County facility use permits may request permission to utilize specific field space on Sundays. Sunday play should begin no earlier than 12 noon and conclude no later than dusk. Exception of pre-approved rescheduled rainout games are permitted on fields. YAAs are responsible for field preparation for games and practices and all other maintenance above and beyond regularly scheduled maintenance services provided by the County.

35. Litter

It is the responsibility of the YAA to ensure field areas, parking areas, concessions, dugouts, restrooms, and breezeways are free of trash and litter. Failure to adequately maintain these areas may impair Park Maintenance staff's ability to prepare fields for play and could result in an additional cost to the YAA. All trash (boxes, bags, etc.) should be broken down and deposited in dumpsters in the park immediately after each activity.

C. FEES AND CHARGES

All revenues received by the YAA shall and will be used in accordance with state non-profit rules and regulations. Money should be used to operate the youth sports program or for approved improvements of facilities/athletic fields in County parks.

1. Impact Fees

Impact fees for all participants will be collected. Each YAA utilizing County facilities will collect \$5 per resident participant per sport per season to be submitted to the Fayette County Parks and Recreation Department along with the rosters and registration list/report. This fee will help cover the costs associated with the regular operation of the parks and any unscheduled maintenance. This fee must be submitted by the YAA within fifteen (15) days after the first regular season game for each sport season.

2. Out-of-County Impact Fees

All program participants who reside outside Fayette County will be assessed with an out-of-county impact fee in excess of the approved in county impact fee per person per sport per season. The definition of an out-of-county participant is a person that does not live in Fayette County. This fee is to be above and beyond the normal registration fee charged for someone who resides within the county. The impact fee is \$5 for someone who resides in Fayette County. The impact fee for someone who resides outside of Fayette County would be \$25. Associations are not prohibited from charging a higher registration fee for out-of-county residents. Associations are also not prohibited from charging out of county residents a higher fee than the required \$25 impact fee. The impact fees shall be submitted to Fayette County Parks and Recreation Department along with the rosters and registration list/report. It is the responsibility of the YAA to verify the county of residence of each participant. Residency status and out-of-county fees are to be submitted to the Parks and Recreation Director, along with the roster (names, ages, addresses, phone numbers, and school attending) of all YAA athletes fifteen (15) days after the first regular season game for each sport season. Enforcement of the out-of-county fee system and residency status by each YAA is mandatory. Violations may constitute revocation of the Facility Use Permit.

3. Refund Policy

Refund policies will be set by each of the YAAs. Refund policies should be fair and consistent. YAA refund policies MUST be handed out to each participant at the time of registration and posted at the registration site. Refunds should be returned in a timely manner.

4. Tournament Fees

YAAs will not be charged fees for hosting tournaments in which teams from outside of Fayette County participate if said tournament is completely organized and implemented by the Fayette County YAA assigned to a particular park and 100% of the money raised by the tournament in excess of costs is used for the YAA's program.

Groups that request field space for tournaments for other organizations that are not an integral part of the Fayette County YAAs sports program (e.g., Board of Education, Atlanta Cup, USSSA), will be required to rent the facility per the Fayette County field rental policy. A field rental contract must be signed and rental fees collected by the Parks and Recreation Department before a permit will be issued.

5. Camp/Clinic Fees:

YAAs that wish to conduct camps or clinics that are open to the public and require a fee in addition to the league fee for a season of play, must rent the fields or facilities on which the camp will be held. Normal field and facility rental rates will apply. All fees associated with each rental will be due prior to the 1st day of camp.

6. Fund-Raising

YAAs must inform the Parks and Recreation Department Director, in writing, of all fund raising activities that take place in or out of the Park. This information is used internally to verify the validity of fund-raising activities to the public.

7. Park Admission Fees

YAAs may ask for “donations” and may charge “admission” fees for sports tournaments. However, in no event shall a tournament organizer require an individual to pay admission for Park access during an event. At the point of collection for any event admission fee, there shall be posted a sign stating that no fee is being charged to any person who is entering the park for purposes other than the event. The department does allow the organization to accept donations to activities if the patron is informed that it is a voluntary basis. No individual may be denied admittance based on non-payment of the donation. All signage must read donation if used. The department reserves the right to warn and/or stop the organization from accepting any monies of this nature if it is determined the organization is in violation of this policy.

If admission fees will be charged for an event, the Fayette County Parks and Recreation Director must be notified and approved two (2) weeks prior to the event. A budget must be turned in and approved by the Parks and Recreation Director prior to set up for the event. This information is used internally to verify the validity of donations and/or admissions to parks to the public.

Parks and Recreation Director must be aware of specific areas that YAAs wish to use in collecting fees. Areas must be approved by Fayette County Parks and Recreation Department prior to the start of the activity in question.

8. Commercial Activity-Vendors

Commercial activity in a recreation facility is prohibited unless prior approval is given by the Parks and Recreation Director. YAAs may have vendors in the area contracted by the YAA only during their scheduled activities if the following guidelines are met:

- Authorization for outside vendors must be obtained from the Parks and Recreation Director.
- Vendors must provide a \$1,000,000 comprehensive general liability insurance policy, naming Fayette County Board of Commissioners and the YAA as additional insured.
- Certificate of Insurance must be forwarded to the Parks and Recreation Director, two (2) weeks prior to the vendor operating in the park for authorization and verification.
- Background checks must be conducted on all vendors. Fayette County will assist in conducting the background checks. Background checks must be turned in and approved prior to a vendor being issued a permit.
- Vendors should be supportive of the YAA.
- A vendor fee of \$100 /per season payable to Fayette County Parks and Recreation Department will be assessed. 100% of this fee will be due when the vendor is secured.
- Vendors may also be added as a rider to your existing policy if that option is available from your insurance provider.

9. Cleanup Fee Deposit

A cleanup deposit of \$250 will be assessed at the beginning of each Association's season. If cleanup for each event is not done within one (1) business day of the event and the County is required to do the cleanup, then the deposit will be forfeited to the County. If excessive cleanup or maintenance is required an additional fee will also be charged. YAAs may roll over deposits from seasons, tournaments or camps.

A cleanup deposit of \$500 will be assessed at the beginning of each camp/clinic/tournament. If cleanup for each event is not done within one (1) business day of the event and the County is required to do the cleanup, then the deposit will be forfeited to the County. If excessive cleanup or maintenance is required an additional fee will also be charged. YAAs may roll over deposits from season's tournaments or camps.

10. Player Scholarships

YAAs should consider assistance to families that demonstrate financial hardship.

Participant Scholarship Recommended Guidelines

- Youth age 19 and under.
- Fayette County resident.
- Financial assistance needed, as defined by a letter from Department of Family and Children Services.
- Completed Scholarship Application Form (including supplemental information).
- Application must meet deadline requirements.
- Scholarships should be limited per participant.

- Registration fees should be covered partial/fully depending on availability of funds.
- All awarded scholarship participants must meet all other YAA eligibility, guidelines and class/program/camp/sports requirements.
- Priority should be given to first time applicants.
- Scholarships awarded are intended to subsidize class/program/camp/sports registration fees.
- Incomplete or misleading applications should be rejected.
- Misleading application information or expulsion from class/program/camp/sports will result in placement on scholarship probation for a period of one year from the date of application.

Scholarship Panel

A pool of YAA board members should be created, in which members will meet prior to the season to review scholarship applications. Responsibilities include:

- Collecting and processing applications.
- Calling review panel meetings and preparing materials and funding availability.
- Maintaining ongoing database of all applications.
- Maintaining deadlines for scholarship approval periods.
- Notifying all recipients of award by phone or mail.
- Maintaining maximum confidentiality with regards to all scholarship information.
- Keeping Parks and Recreation Director informed on the status of the scholarship fund activity (i.e., dollars generated and awarded, number of participants and their demographics, program areas requested, etc.).

11. Fee Schedule:

YAA Impact Fees: \$5 per participant per sport per season

YAA Out-of-County Fees: \$25 per participant per sport per season. Associations may charge non-residents more than the required \$25 impact fee.

YAA Clean Up Deposit for Regular Sport Season: \$250 per sport per season

YAA Clean Up Deposit for Camps, Clinics, or Tournaments: \$500 per sport per camp, clinic, tournament

Rental Fees:

	Resident			Non - Resident		
	Per Hour Per Court/Field	Per Day Per Court/Field	Deposit Per Court/Field	Per Hour Per Court/Field	Per Day Per Court/Field	Deposit Per Court/Field
Basketball (Outdoor) and Tennis Practices or Single Game without lights	\$25	n/a	\$250	\$50	n/a	\$250
Athletic Fields Practices or Single Game without lights	\$50	n/a	\$250	\$100	n/a	\$250
Light usage fee for Practices or Single Game	\$25	n/a	n/a	\$50	n/a	n/a
Tournaments, Camps, Clinics hosted by YAA Governing Bodies (e.g. Ga. State Soccer, USSSA, ASA, etc.)	n/a	\$100	\$500 per tournament	n/a	n/a	n/a
Tournaments, Camps, Clinics	n/a	\$200	\$500 per tournament	n/a	\$400	\$500 per Tournament
Light usage fee for Tournaments, Camps, Clinics	n/a	\$25 per hour per court/ field	n/a	n/a	\$50 per hour per court/ field	n/a

- YAA's will not be charged rental fees if said practice, game, or tournament is completely organized and implemented by the Fayette County YAA assigned to a particular park. YAA's must serve as event directors and accept/disburse all monies applicable to the event.
- Each YAA will be allowed to host one (1) and only one (1) tournament per year in conjunction with a YAA governing body without having to pay the impact fee. The YAA must submit to the Parks and Recreation Department the name and date of the one (1) tournament without the impact fee at the start of the calendar year along with an explanation as to how the funds from the tournament will be allocated.
- Reservations are made on a first come first serve basis & facilities may only be reserved once every six weeks.
- Refunds for the reservation fee will not be given; however, if your event is cancelled due to inclement weather, the Recreation Department will reschedule your event based on availability.

D. MAINTENANCE AND RESPONSIBILITIES GUIDELINES

1. Facility Maintenance/Operations Standards

Facility Maintenance and Operations responsibilities are broken down into two categories.

- a. County provided facilities: These include concession buildings with restrooms, storage rooms or meeting spaces.
- b. YAA funded, Fayette County Parks and Recreation approved, and Fayette County permitted storage or grilling facilities.

The above requires the YAA perform routine maintenance tasks, (e.g., regular cleaning, neat storage of materials, hazard free, proper energy management procedures maintaining temperature of 68 degrees in Winter and 78 in Summer, no excessive power or water use and basic adherence to Fayette County codes and regulations); the YAA does have an added responsibility to items that fall under the (2) category.

Items under number (2) require that the YAA maintain these facilities in accordance with and as directed by Parks & Recreation. This maintenance includes affording the associated cost to include repairs, painting, roofing, fencing, upgrade or repairs to electrical components, plumbing components, and irrigation components. Failure to properly maintain any structure may result in Fayette County Parks & Recreation removing the structure from the property.

Fayette County is responsible for all facility electrical, HVAC, and plumbing work or repairs. Fayette County will maintain the playing fields and passive areas on a regularly scheduled basis and pay all utility bills associated with the park's facility operations.

Most work orders will be completed within thirty (30) working days of receipt of work order. If the work order is unable to be completed within thirty (30) days the Parks and Recreation Director will contact the YAA representative. The YAA is encouraged to submit post-season work orders to allow Fayette County the opportunity to deal with major requests during the off season and/or to request funds in the next year's budget.

2. Youth Athletic Associations Operations and Maintenance Responsibilities

YAAAs are responsible for collecting litter daily from fields, dugouts, press boxes, restrooms, concession area and breezeway, and placing it into trash receptacles. Trash left in the areas outlined constitutes a violation of the facility use permit and may hinder field preparation

YAAAs are responsible for field preparation for games and practices and all other maintenance above and beyond regularly scheduled maintenance services provided by the County.

Sand, quick dry, clay and other Fayette County approved material(s) used during inclement weather conditions must be kept at minimal use. Over use of these types of materials may result in damage to the playing surface and result in closure of the sport field until it can be repaired.

YAA's are responsible for providing all sports equipment and all necessary personnel to operate the program.

YAA's must turn field lights off each evening at the conclusion of activities and ensure that lights are off on fields not in use. Lights should not be used until necessary in the evenings. A monetary penalty may be assessed against the YAA for lights left on unnecessarily. There is a constant and significant expense associated with field lighting that requires constant management by the YAA's. If energy management initiatives are not aggressively pursued by the YAA's, the YAA's may be responsible for funding the field lighting cost.

3. Incident Report

The Fayette County Parks and Recreation and Marshal's Office must be notified immediately of any serious injury, death, property damage, or vandalism and provided with a written report the next business day. This report will help improve safety in parks, as well as document the incident should the County receive a claim.

4. Scoreboards and Bulbs

Fayette County will repair scoreboards and replace light bulbs on scoreboards upon receipt of a service request. Scoreboard repair is not considered an emergency repair by Fayette County Parks and Recreation.

5. Athletic Field Painting, Lining, and Prep Procedures

Baseball / Softball Fields

When dragging fields, YAA's should never drag faster than one can walk and should always stay at least one (1) foot away from the edge of the grass. All field lining is the responsibility of the YAA. Infield dirt should be chalked with two (2) inch lines. Outfield grass should be painted once per week. Materials provided to YAA's by Fayette County (i.e. chalk and paint) will be in accordance to these procedures. YAA's do not have the authority to allow other organizations to use the supplies, or to use the supplies as barter for in-kind trade.

Football / Lacrosse Fields

Painting of the field is the responsibility of the YAA. Main playing lines on fields should be painted once per week. Materials provide to YAA's by Fayette County will be in accordance to these procedures. YAA's do not have the authority to allow other organizations to use the supplies, or to use the supplies as barter for in-kind trade. Painting (including purchase of paint and labor) of logos or other designs not required by the playing rules will be the responsibility of

the YAA. YAAs that wish to paint a logo or design must have paint specs approved by the Parks and Recreation Director prior to implementation.

Soccer Fields

Painting of the field is the responsibility of the YAA. Main playing lines on fields should be painted once per week. Materials provided to YAAs by Fayette County will be in accordance to these procedures. YAAs do not have the authority to allow other organizations to use the supplies, or to use the supplies as barter for in-kind trade.

Securing Soccer Goals

Soccer Associations must secure all soccer goals safely during the soccer season and must secure and lock all soccer goals between seasons.

During the soccer season, soccer goals should be secured by use of sand bags. The sand bags must be purchased by a manufacturer that produces and markets the bags specifically for use as a means of securing soccer goals. Request to use something other than bags of sand that are not specifically manufactured to secure soccer goals shall be submitted and approved by the Parks and Recreation Director prior to usage.

Each goal must be secured by an appropriate number of bags to prevent the goal from the possibility of tipping or falling. The number of bags required for securing goals would depend on the size and weight of the goal. YAAs are encouraged to err on the side of caution when determining the appropriate number of sand bags for each goal.

6. Emergency / Safety / Work Request Procedures

The YAA President should report safety situations and work requests to the Parks and Recreation Director immediately.

7. Field Closure

Fayette County reserves the right to cancel any scheduled activity at County facilities when it is determined that such use would severely damage the field condition or endanger the safety of the participants. (See § A.15)

8. Turf Grass Policy

Fayette County Parks and Recreation shares the responsibility with YAAs for establishing, maintaining, and renovating turf grass for sports fields at its parks. All sports fields will be generally maintained by Fayette County Parks and Recreation in the following manner:

- March/April/May – Pre-emergence for summer weeds
- April through September - Fertilizer application
- May through August – Sod renovation, seeding and sprigging

- May through September – Aerate & Top-dress
- July/August/September – Post-emergence for summer weeds
- September/October/November – Pre-emerge for winter weeds
- Winter/dormancy months – Lime application
- December & April - Sports field renovation needs assessment

Turf grass maintenance may be modified due to weather or soil conditions. YAAs that wish to supplement the routine maintenance of turf-grass should contact the Grounds Maintenance Director for more information.

9. Sports Turf, Grounds, Scoreboard, and Facilities Assessment

During the months of December and May the Fayette County Parks and Recreation Staff will work with each YAA to assess the damage and impact to grounds, fences, buildings and scoreboards during the sports season. A preliminary plan of action will be developed to repair damaged areas and to re-establish the turf grass during the summer. The plan of action will include anticipated field closure dates, anticipated re-establishment methods (sod, sprig, rest), and estimated division of cost for re-establishment. YAAs must consider turf grass re-establishment plans when programming summer camps, clinics, and tournaments. Field use permits may be impacted by field renovation and turf grass re-establishment.

Field closure and turf renovation plans may be adjusted, depending on the outcome of the spring turf and grounds assessments. Schedules for renovation set at the spring assessment must be adhered to by YAA; if not field re-establishment for the fall season will be affected.

10. Sod Procedure

It is the responsibility of the YAA to monitor field conditions in the evenings and weekends. Cost for damage caused by play or practice during inclement weather is the responsibility of the YAA. Should games or practices be cancelled due to inclement weather the YAA must leave the Parks and Recreation Director a voice message at the time of cancellation, to ensure that the Fayette County staff can determine responsibility if damages occur.

If damage to turf grass occurs because of misuse or abuse (misuse to include: failure to rotate goals, practice or play in inclement weather conditions) by the YAA, Fayette County will require the YAA to purchase replacement sod and incur any other cost necessary to repair the damaged area and to make the playing fields safe. The Grounds Maintenance Director will determine sod renovation needs.

11. Baseball/Softball Outfields

YAAs are responsible for teaching baseball/softball players the importance of protecting the outfield turf. YAAs will be billed for purchase and installation of any sod that is required to repair spots in baseball/softball outfields that are severely damaged by baseball/softball use or result in unsafe conditions.

Fayette County will purchase and lay sod on fields only in the following instances:
Areas damaged to the extent that they cannot be re-established through sprigging or rest and were not damaged as a result of over-use or unusual use by the YAA holding field use permits at the Park.

YAA's may purchase additional sod for installation at Fayette County parks. A written request must be received by the Grounds Maintenance Director, and then approved by the Grounds Maintenance Director prior to the purchase and/or installation of sod.

Sprigging to Repair Field Turf

It is common practice for Fayette County to utilize sports turf sprigs to repair fields damaged by routine play. Sprigging fields is an effective technique for healthy re-establishment of turf grass and turf grass root systems.

In order for the process to be effective, fields should be closed for a period of at least six to eight (6-8) weeks during the peak-growing season for Bermuda grass (June-September).

Fayette County staff will meet with YAA's in November/December and April/May to evaluate the sprigging/sod needs at each park and design a renovation plan that considers the programming needs of the YAA and the field recovery requirements.

YAA's are encouraged to schedule as few activities as possible during the months of late May, June and July to provide the best conditions for turf grass re-establishment.

Maintenance buildings, concession buildings, storage areas and other park facilities used during a sport season should be returned to their original condition by the YAA by the end of each season. Refrigerators and coolers must be cleaned and food removed so units may be unplugged to conserve energy.

YAA's must ensure that the restrooms are in a clean sanitary condition at the conclusion of each scheduled day. All toilets need to be flushed, paper off the floor, and tissue replaced. Hourly inspections are suggested to ensure that their members are not purposely or inadvertently causing damage to the facilities. Repairs to damage that can be specifically tracked to YAA members will result in forfeiture of the security deposit.

E. PARK IMPROVEMENTS AND ADDITIONS

The Fayette County Parks and Recreation Department encourages YAA's to pursue improvements to park facilities that will enhance the program as well as upgrade the amenities in the park. YAA's shall submit in writing to the Parks & Recreation Director any and all requests for permission to move, change, add to, construct, paint, or detach any part of any facility (this includes shelving, electrical, etc.). Consideration and approval or denial of all written requests will come from the Parks & Recreation Director. The YAA president will receive confirmation of receipt of the request within five (5) working days. Staff will review all requests and an approval or denial will be communicated as soon as possible. Plans must meet all Federal, State

and local Building Codes and are subject to the approval of the Fayette County Building Permits and Inspections. Work may proceed only after approval. All work will be monitored and inspected by Fayette County. All contractors are required to obtain a \$1,000,000 liability insurance policy, naming Fayette County Board of Commissioners and the YAA as additional insured. Certificate of Insurance should be faxed to (770) 460-1931 prior to any work being done. Any facility or field donated or constructed by a YAA on Fayette County property is considered to be County property.

If a YAA is willing to fund a request, the guidelines in this document must be followed. After approval of the request, work may proceed. Any special requests in which Fayette County will be asked to provide funding must be submitted prior to January 1 of each year. These requests will be reviewed and if approved, funds will be proposed in future year(s) budgets.

If a YAA fails to follow these procedures Fayette County reserves the right to dismantle and remove unapproved alterations, additions, changes, etc. made to the facilities and revoke the use of facilities

1. Build and Design Procedures

YAA submits written request to Parks and Recreation Director, along with diagram/layout (hand drawn is suitable) for proposed building and its location.

Fayette County will review proposed building and location(s) for utility conflicts and utility connections, future development, and vehicle circulation, etc. Staff will review all requests and an approval or denial will be communicated as soon as possible.

YAA then submits a Building Permit application to Fayette County Building Permits and Inspection Department (in person) at the Fayette County Administration Complex, 140 W. Stonewall Ave., Fayetteville, on the second floor. For further information on this entire process, contact Building Permits Department directly at 770-305-5403.

YAA will be required to obtain the building permit from Fayette County Building Permits and Inspection Department (same as above). Permit cards must be posted at construction location at all time. All required inspections must be obtained (you will be notified of the required inspections during the permitting process). All Fayette County Building Permits and Inspection procedures are to be adhered to according to the instructions received during permit approval process and/or in general per ordinance or law. YAA contractors must provide a certificate of insurance prior to work beginning to Fayette County Parks and Recreation Director. Fayette County Board of Commissioners shall be named an additional insured.

F. SAFETY AND SECURITY

1. Incidents Involving Vandalism and Accident/Injury

Vandalism must be reported to the Marshal's Office immediately by calling 911. The YAA is responsible for submitting a loss liability report to the Parks and Recreation Director for any

vandalism, injury and serious incidents to within twenty-four (24) hours or next business day after the incident. YAAs must report damage to Fayette County facilities or buildings to the Parks and Recreation Director immediately. Damaged facilities must be secured to prevent further damage or loss.

If damage is a result of the YAAs negligence or failure to comply with accepted operational or security measures, the YAA may be held responsible for reimbursing the County for all or part of repair cost. Flip drills or soft tosses are not allowed on fences and only can be done in designated areas!

2. Safety and Loss Prevention

YAAs are responsible for operating programs in a safe environment. The YAAs are required to inspect all fields, equipment and other facilities before each use to ensure safe conditions and proper maintenance. All sports equipment should meet national safety standards and regular inspections of the equipment condition should be performed. This includes equipment rented or loaned to participants by the Association.

Field Conditions - All fields should be inspected before each use to insure a safe environment. Fayette County reserves the right for any Parks and Recreation staff to close any facility for the safety of participants or conditions of the facility. After the fields are closed by Fayette County, the YAA may decide to play, but will be responsible for all damages and repair to the facility. If a YAA cancels games or practice due to inclement weather, it is their responsibility to leave the Parks and Recreation Director a voice message at the time of cancellation. The YAA must immediately notify the Parks and Recreation Director of any damages or hazardous conditions.

Weather Conditions – refer to pages 38-45 of this document for weather procedures.

Adult Supervision – YAAs that conduct youth activities in Fayette County facilities must have a sufficient number of adults as set by each YAA present to supervise all scheduled activities from the time the youth arrive until every boy or girl has left the area.

Fire Codes - Adherence to Fayette County Health and Fire Codes shall be the responsibility of the YAA. All concession operations must be conducted in safe and clean manner and concession equipment regularly inspected and thoroughly cleaned.

3. Adherence to County Park Rules

YAAs are responsible for adherence to all County Public Codes and Park Rules.

- Propane gas tanks must be stored in a Fayette County approved, vented area located outside of the concession stand building.

4. Emergency Service Procedure

Evening, Weekends, and Holidays

PARKS & PARK FACILITIES

For emergencies involving Park Facilities (e.g. water or flooding problems, loss of lights or electrical power, hazardous conditions, vandalism, storm drainage, etc.):

Please call:

1. YAA President
2. Parks and Recreation Director

For all other emergencies involving injuries, loss of life, etc.:

Please call:

1. 911
2. Parks and Recreation Director

SCHOOL FACILITIES, PARK FACILITIES, & PAVILIONS

For emergencies involving Park and School Facilities (e.g. school and park access, inability to open locked doors, gates locked, scheduling conflicts, etc.):

Please call:

YAA President
School Administration for each particular facility

G. PARK PROHIBITIONS

1. Littering

It shall be prohibited for any person to throw or deposit litter on the grounds, streets, sidewalks, fountain, pond, lake, stream or other body of water in any recreation facility, except within public receptacles and in such a manner that the litter will be prevented from being carried or deposited by the elements upon any part of the recreation facility. Where public receptacles are not provided, all such litter shall be carried away from the park by the person responsible for its presence and shall be properly disposed of elsewhere. It shall be prohibited to take into, carry through, or put into a recreation facility, any litter generated outside the recreation facility.

2. Weapons prohibited

It shall be prohibited for any person to discharge any weapon or similar device in a recreation facility.

It shall be prohibited for any person to take on a recreational facility any weapon, or to use, carry or employ any weapon or similar device in a recreational facility. On-duty law enforcement employees shall be exempt from the limitations set forth in this section.

3. Laser Lights prohibited

It shall be prohibited for any person to operate a laser light or similar device in a recreation facility unless used in the production of an overhead/power point presentation.

4. Throwing objects prohibited

It shall be prohibited for any person to throw any stone or missile at any person or at any public or private building in a recreation facility.

5. Annoying noises prohibited

It shall be prohibited for any person to whistle, hiss or holler at another person in a boisterous, unbecoming or erring manner or make any loud, unnecessary or unusual noise or any noise or display, play or operate any sound amplification device including radios, television sets, public address systems, musical instruments, CD players and the like in such a way which either annoys, disturbs, injures or endangers the comfort, repose, peace or safety of other persons in a recreation facility to the exclusion of others by written permit of the Parks and Recreation Director.

6. Personal Conduct

It shall be prohibited for any person to engage in any violent, abusive, loud, boisterous, vulgar, wanton, obscene or otherwise disorderly conduct, disturb or annoy others, or engage in any activity that could cause injury to other persons while on or in connection with a recreation facility. No person shall upon or in connection with a recreation facility by act or speech willfully or unreasonably hinder, interrupt or interfere with any duly permitted activity or unreasonably or willfully intrude on any areas or into the structures designated for the use of a certain person or persons to the exclusion of others by written permit of the Parks and Recreation Director. It is the responsibility of all the YAAs to enforce all NYSCA Code of Conducts.

7. Fires restricted

It shall be prohibited for any person to build or maintain a fire in a recreation facility except in designated areas which are clearly marked by signs or defined with fire rings or grills placed by Parks and Recreation employees or by written permit for propane gas or other grills by the Parks and Recreation Director or the Parks and Recreation Director's agent.

8. Damaging or removal of any park property or vegetation prohibited

It shall be unlawful for any person to deface, graffiti, harm or damage any park buildings, wildlife, property, equipment or signs; or dig up, cut, damage or remove any trees, tree limbs, shrubbery, flowers, rocks, mulch, water, historical artifacts or other vegetation in a recreation facility.

9. Possession, use or consumption of alcoholic beverages

It shall be prohibited for any person to possess, use, or consume any alcoholic beverage in a recreation facility.

10. Tobacco use

Smoking is prohibited on all county property. Smoking is considered the use of any tobacco products, including smokeless tobacco products, as well as non-tobacco products containing nicotine, with the exception of nicotine containing products used as part of a smoking cessation program.

11. Vehicles restricted

It shall be prohibited for any person to drive any motorized or electric vehicle in a recreation facility except upon roadways designated and maintained for vehicular traffic, and except upon walkways and fields when permitted and approved by the Parks and Recreation Director. Law Enforcement and Parks and Recreation employees whose duties require them to drive maintenance vehicles and equipment shall be exempt from the limitations set forth in this section.

12. Parking restricted

It shall be prohibited to park a vehicle in a recreation facility except in those areas designated by the appropriate signs as vehicle parking areas or in marked parking spaces. Parking around concession stands and in the grass is prohibited. It shall be prohibited to leave a vehicle standing or parked in a recreation facility during hours when the recreation facility is closed. In such instances, the vehicle may be towed from the recreation facility at the owner's expense.

13. Parking limited to recreation facility users

It shall be prohibited for any person to park in a recreation area if the owner of the vehicle is not utilizing the recreation facility unless authorized by the Parks and Recreation Director or the Parks and Recreation Director's agent. It shall be prohibited for persons to congregate within a parking area of a recreation facility so as to disrupt traffic or other persons, or so as to create a safety hazard.

14. Commercial activity restricted

It shall be prohibited for any person to sell or offer for sale any merchandise or operator attempt to operate a concession or engage in any commercial or charitable activity in a recreation facility unless approved by permit, by the Parks and Recreation Director.

15. Temporary Amusement Activities

It shall be prohibited for anyone to erect or use any temporary carnival or amusement ride or inflatables in a recreation facility unless approved by permit, by the Parks and Recreation Director.

16. Hours open to public restricted

It shall be prohibited for any person or vehicle to enter or be within a recreation facility outside of the posted hours of operation unless approved by permit, by the Parks and Recreation Director or unless such person is participating in authorized and scheduled programs, classes, special events or meetings.

Park hours of operation are sunrise until sunset, unless participating in a scheduled activity or athletic event posted otherwise as authorized by the Parks and Recreation Director.

17. Golfing regulated

It shall be prohibited for any person to practice, play or otherwise participate in the game of golf, except at a recreation facility designated for such use and only in accordance with the rules, regulations and restrictions promulgated by the Parks and Recreation Director.

18. Swimming and watercraft regulated

It shall be prohibited for any person to launch or travel in watercraft, swim, bathe, or wade in any body of water in a recreation facility unless designated for such use and then only in accordance with the rules, regulations, and restrictions promulgated and posted at the recreation area.

19. Violation of facility regulations

It shall be prohibited for any person to violate any rules or regulations relating to the use of the recreation facility as established by the Parks and Recreation Director or by the Board of Commissioners.

20. Animals Restricted

It shall be the duty of every animal owner or custodian whose animal is in a recreation facility to have physical control of the animal by leash or lead line at all times unless in designated dog park areas where off leash is permitted or approved otherwise, by permit, by the Parks and Recreation Director. It shall be prohibited for any person with an animal, other than Seeing Eye dogs as necessary, to access areas of a recreation facility which are restricted to animals. It shall be the duty of every animal owner or custodian of any animal whose animal is in a recreation facility to immediately and properly dispose of waste deposited by the animal.

It shall be the duty of every animal owner or custodian of any animal whose animal is in a recreation facility to have current rabies vaccination for their animal.

21. Pyrotechnics restricted

It shall be prohibited for any person to possess, display, use, set off, or attempt to ignite any firecracker, fireworks, smoke bombs, rockets, black powder guns, or other pyrotechnics, unless approved by written permit by the Parks and Recreation Director or Fire Marshal.

22. Engine Powered Models or Toys restricted

It shall be prohibited for any person to start, fly, or use any fuel powered engine, jet-type or electric powered model aircraft, boat or rocket or like powered toy or model, except at those areas designated by the Parks and Recreation Director for such use and then only in accordance with such rules, regulations, and restrictions promulgated by the Parks and Recreation Director.

23. Launching Hot Air Balloons and hobby rockets restricted

It shall be prohibited for any person to launch hot air balloons and hobby rockets from a recreation facility unless approved by written permit by the Parks and Recreation Director.

24. Recreation Facility Restrictions

It shall be prohibited for anyone to enter locked or closed (by field closed signage) any sport field for recreation use unless approved by permit, by the Parks and Recreation Director.

H. INCLEMENT WEATHER CONDITIONS

In the event of inclement weather it may be necessary to require a specific field or park complexes to be closed.

Each Park location will be furnished with a sign(s) stating PLEASE DON'T LITTER. During unsuitable playing conditions these signs will be flipped open to display the statement FIELDS CLOSED. The purpose of the signs is to notify park patrons and Marshal's Office that the sports fields are unsuitable for play.

The following is the process/procedures for field closings due to inclement weather/field conditions:

FCPR Staff Weekday Business Hours

During normal weekday hours (Mon-Fri 7:00 am - 3:00 pm), Fayette County staff will monitor and determine the playing condition of all sports fields. If in the opinion of Fayette County staff, field conditions are not suitable for play, the staff member will contact the appropriate YAA and the Marshal's Office and close the fields. Fayette County staff may monitor and determine the playing condition of any sports fields in non-business hours. If Fayette County staff determines that the fields are not suitable for play at any time, the fields shall be closed.

Non- FCPR business days (e.g. holidays, weekends, and after 3:00 p.m. daily)

It is the responsibility of the YAA to inspect and determine if the fields are safe and playable. If the YAA determines that the fields are unsafe or unplayable they are to call the Fayette County Parks and Recreation Department staff and leave a voice mail that the fields are unsuitable for play and they are to display the FIELD CLOSED sign(s).

It is the responsibility of the YAA to inspect and reopen fields that were closed the previous day if it falls on a Non-Fayette County business day. The inspection and re-opening of the field should occur the following morning by 9 a.m. Once the fields are deemed playable, the YAA should flip the sign to "Please do not litter."

Voicemail notification should include the following:

- Specific date
- Time
- Field(s) affected
- Reason for closure
- Person leaving message
- Phone number at which you can be reached the next business day

These rules are designed to provide residents with safe playable surfaces. Failure to comply or abuse these procedures by a user group may result in Fayette County revoking the use of the facility.

25. Weather Procedures

The following guidelines for heat related illness, extreme cold temperatures, and lightning safety are suggested, though each participant and situation is unique, and may not require every step listed or may call for different or additional measures.

26. Warning Sirens

When YAAs hear the emergency warning sirens in a Fayette County Parks and Recreation area, then YAAs should take immediate action. Each YAA shall identify a safe area for their particular sport complex and notify coaches/managers of these areas at the coaches/managers meetings. The Fayette County 911 Center will sound these sirens when:

- The National Weather Service issues a significant weather advisory accompanied by lightning, hail and strong winds. There is no tone with this alert. It is voice activation only.
- The National Weather Service issues a severe thunderstorm warning with expected wind speed of less than 80 mph and or hail less than 2.3 inches in diameter. There is no tone with this alert. It is voice activation only.
- The National Weather Service issues a severe thunderstorm warning with winds of 80 mph or greater and/or hail greater than 2.5 inches in diameter.
- The National Weather Service issues a tornado warning.

Immediate Actions should include:

- When siren sounds immediately leave the playing field and seek shelter in a safe area.
- If during a storm and you are outside in open areas away from a shelter or shelters are not available lie flat on the ground away from trees until the storm passes.
- Tune to local radio station for weather updates. Each YAA should monitor weather radio which should be located in each concession stand.
- Do not call 911 to ask why the sirens are sounding as this can overload the 911 emergency response system. Only call 911 in an emergency.

Due to an alarming rise in weather related casualties in recreation sport settings in recent decades, the National Athletic Trainers' Association has released the following guidelines to follow when participating in outside athletic or recreation activities.

- Establish a chain of command that identifies who is to make the call to remove individuals from the field. Each YAA should submit the names of the persons making the call to remove individuals from the field to the Parks and Recreation Department prior to each season.
- Name a designated weather watcher. (A person who actively looks for the signs of threatening weather and notifies the chain of command if severe weather becomes dangerous.) Each YAA should submit the names of the persons making the call to remove individuals from the field to the Parks and Recreation Department prior to each season.
- The official sound to warn officials, league directors, coaches, managers, players and spectators of the need to clear the fields in a timely manner will be three consecutive five (5) second blasts from the hand held distress device

If the press box is occupied an announcement will be made that acknowledges the need to clear the fields and that all play is suspended. No one will be allowed to resume play or be allowed on the fields until the officials or league director makes the determination that it is safe for play to resume. Coaches/managers should be informed what the official warning sound will be at the coaches/managers meetings.

- Designate a safe shelter for each venue, and notify coaches/managers of these areas at the coaches/managers meetings. Unsafe places are near metal or aluminum, under trees, on hills, and near electrical/electronic equipment.
- Have a means of monitoring local weather forecasts. Know weather definitions:
 - Watch indicates conditions are favorable for severe weather
 - Warning means severe weather has been detected in the area, and all persons should take the necessary precautions
- Severe Weather Watch: Once a severe weather watch is announced, the YAAs will prepare to stop play and secure the facilities. The organization officials will monitor the weather conditions to determine playability and safety of the facilities and its users.

- Severe Weather Warning: ALL PLAY WILL STOP! All players, spectators, coaches and league officials must leave the facility in an orderly manner. The facility will be closed until there is notification that weather conditions have cleared enabling safe usage.
- Lightning Recommendations: Use the Flash-to Bang (lightning to thunder) count to determine when to go to safety. By the time the flash-to-bang count approaches thirty seconds all individuals should be inside a safe structure.
- Once activities have been suspended, wait at least thirty minutes following the last sound of thunder or lightning flash prior to resuming an activity or returning outdoors.
- Avoid being on the highest point in an open field, in contact with, or proximity to the highest point, as well as being on open water. Do not take shelter under or near trees, flagpoles, or light poles.
- Assume the lightning safe position (i.e. crouched on the ground, weight on the balls of the feet, feet together, head lowered, and ears covered) for individuals who feel their hair stand on end, skin tingle, or hear “crackling” noises. Do not lie flat on the ground.
- Observe the following basic first aid procedures in managing victims of a lightning strike:
 - Survey the scene for safety.
 - Activate local EMS by calling 911.
 - Lightning victims do not ‘carry a charge’ and are safe to touch.
 - If necessary, move the victim with care to a safer location.
 - Evaluate airway, breathing, and circulation, and begin CPR if necessary.
 - Evaluate and treat for hypothermia, shock, fractures, and/or burns.
- All individuals have the right to leave an athletic site in order to seek a safe structure if the person feels in danger of impending lightning activity without fear of repercussions or penalty from anyone.

27. Hot Weather Recommendations

The Heat Index (HI) is the temperature the body feels when heat and humidity are combined. The heat index provides general guidelines for assessing the potential severity of heat stress. Individual reactions to heat will vary. It should be remembered that heat illness could occur at lower temperatures. Studies indicate that susceptibility to heat illness tends to increase with age.

HEAT INDEX TABLE

HEAT INDEX	EFFECTS ON THE HUMAN BODY
90 to 105	Cramps or heat exhaustion possible
105 to 130	Cramps or heat exhaustion likely, heat stroke possible
130 and above	Heat stroke highly likely

The following are recommended guidelines for coaches and board members to follow. In responding to each situation that arises, coaches and board members should use their best judgment.

1. Approximately thirty (30) minutes prior to the start of activity, temperature and heat index reading should be taken at the practice or competition website from www.weather.com or a comparable source.

HEAT INDEX WARNING LEVEL GUIDELINES

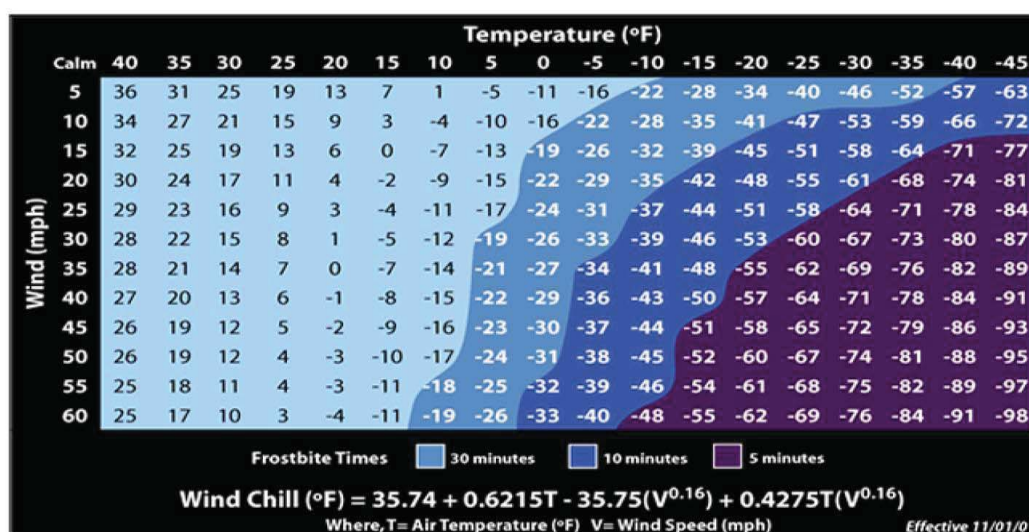
LEVEL	HEAT INDEX TEMPERATURES	EFFECTS ON BODY	PRACTICE HOURS	BREAKS	FLUIDS
Caution	80 – 89 F	Some dehydration may occur	Use Caution. Watch/monitor athletes carefully for necessary action	Remove Helmets. 5 Minute breaks every 20 Minutes. Ice down towels for cooling	Cold Water
Extreme Caution	90 – 104 F Re-check the temperature and heat index approximately every 30 minutes to monitor for increased risks	Cramps or heat exhaustion possible	Use Extreme Caution. Helmets and other possible equipment removed if not involved in contact or necessary for safety. Watch/monitor athletes carefully for necessary action	Remove Helmets. 5 Minute breaks every 15 Minutes. Ice down towels for cooling	Cold Water
Danger	105 – 129 F Re-check the temperature and heat index approximately every 30 minutes to monitor for increased risks	Cramps or heat exhaustion likely, heat stroke possible	Helmets, t- shirts and shorts. No shoulder pads. Alter uniforms by removing items where feasible. Practice time should be shortened with low intensity and limited conditioning. Watch/monitor athletes carefully for necessary action	Remove Helmets. 5 minute breaks every 10 Minutes. Ice down towels for cooling	Cold Water
Extreme Danger	130 F and Above	Heat stroke highly likely	NO PRACTICE	NO PRACTICE	Cold Water

2. These guidelines are to be applied to all practices that take place on/off park property.
3. Practices and games should be held early in the morning and/or later in the evening to avoid times when environmental conditions are generally more severe.
4. An unlimited supply of water shall be available to participants during practices.
 - Coaches should be made aware of the water source location at each YAA sport facility prior to practices or games.
 - Coaches/Board Members shall inform all participants that water is always available or accessible, and they will be given permission anytime he/she asks for water.
 - Hydration and fluid replacement is a daily process. Participants and parents should be informed to hydrate themselves before, during, and after practice. Participants and parents should also be informed that meals should include an appropriate amount of fluid intake in addition to a healthy diet. Teach participants about the dangerous heat illness signs and symptoms and how to monitor each.
5. Give adequate rest periods. Remove appropriate equipment or clothing when possible. Exposed skin cools more efficiently. Remind participants to wear clothes that are light in weight and color.
6. Gradually acclimatize participants to the heat.
 - Research indicates 80% acclimatization may be achieved in seven to ten (7-10) days, but could take up to fourteen (14) days. In some cases, it may take several weeks to become fully acclimated.
 - The length and intensity of practice should be adjusted according to the Heat Index until acclimatization occurs.
7. Participants that coaches need to carefully monitor include:
 - Participants who have recently had a flu illness (e.g. intestinal viruses).
 - Participants who are overweight or have weight control problems.
 - Participants whose parents have informed coaches that they are taking over-the-counter and prescription medication/supplements.
 - Participants who have done absolutely no exercise at all or participants who you know little about.

28. Cold Weather Recommendations

- The wind chill factor should be used to determine the severity of the cold temperatures NOT just the temperature alone.
- Warm-up and properly stretch participants until immediately before the competition or practice.
- Participants and parents should be informed.
- Clothing should be selected for comfort.
- Do not overdress.
- Multiple layers provide good insulation.

- Properly cover the head, neck, legs, and hands. Extreme cold blocks some sensations of pain. Thus, frostbite can easily affect the fingers, toes, ears, and facial areas.
- Drink plenty of water or warm fluids if possible.
- Avoid caffeine and alcohol.
- Stay active to maintain body heat.
- Have high-energy foods available, such as a chocolate bar. Sugar stimulates shivering which is the body's mechanism for re-warming itself.
- Do not start an activity in an extremely wet and cold environment.



The Wind Chill Chart above includes a frostbite indicator, showing the points where temperature, wind speed and exposure time will produce frostbite on humans. The chart above includes three shaded areas of frostbite danger. Each shaded area shows how long (30, 10 and 5 minutes) a person can be exposed before frostbite develops. **(For example, a temperature of 0 degrees and a wind speed of 15mph will produce a wind chill temperature of -19 Degrees. Under these conditions, exposed skin can freeze in 30 minutes)**

The following are the Fayette County Parks and Recreation guidelines and restrictions for corresponding Cold Index Readings.

0 or below-Danger! Discontinue practice or cancel practice. Make sure all athletes get to a warm location

1 to 10 Degrees-Extreme Caution! Very short, restricted practice is permitted (1 hour time limit) Observe athletes carefully for signs of cold injuries. Make sure all athletes have layers of clothing on. Proper clothing examples: (Gloves, Hats, Sweaters)

11 to 40 Degrees -Warning! Limit practice to 1.5 hour

40 Degrees & Above- No restrictions. Monitor the cold index for decreases in temperature.

29. Smog Alert Recommendations

- Air Quality Index during the Smog Season, which is currently identified, as May 1 through September 30, should be used for assessing the potential severity of the smog. This information is available at the State of Georgia Department of Natural Resources, Air Pollution Control website www.air.dnr.state.ga.us.
- Check for “Smog Alert Days” prior to every practice and game.
- On “Smog Alert Days”, plan limited outdoor practice and games during the hours of 2:00 p.m. and 7:00 p.m. when smog levels tend to be the highest.

On Code Orange days:

- For the Elementary and Middle School Age Participants, limit outdoor activities by holding activities in the morning, reducing the normal length of the activity, and/or doing activities which require moderate to low levels of exertion.
- For High School Age Participants, coaches should inform parents and participants the potential health risk related to outside activities during the alert days. The participant/parent shall be responsible for the participation limitation of outside activities without fear of repercussions or penalty from anyone.

On Code Red days:

- For Elementary and Middle School Age Participation, NO OUTDOOR ACTIVITIES.
- For High School Age Participants, coaches should inform parents and participants the potential health risk related to outside activities during the alert days. The participant/parent shall be responsible for the participation limitation of outside activities without fear of repercussions or penalty from anyone. Limit planned outdoor activities and those, which are planned, should be moderate to low exertion levels. Practices and games should be held early in the morning and or/later in the evening to avoid times when environmental conditions are generally more severe.

On Code Purple and Code Black days:

NO OUTDOOR ACTIVITIES FOR ALL AGE GROUPS. Each YAA is responsible to enforce this rule.

30. Board of Education Facilities

When Board of Education Schools are CLOSED due to weather conditions then all sports activities on Board of Education property are cancelled for that evening. Weekend activities will be decided on a case-by-case basis, consulting with YAA and school personnel.

I. APPENDIX A FORMS

YOUTH RECREATION SCHOLARSHIP PROGRAM APPLICATION

Offered through Fayette County Youth Association:

Scholarships are limited to two (2) awards for YAA administered classes / programs and two (2) awards for YAA administered camps per participant, yearly. Incomplete or misleading applications will be rejected. Misleading application information or expulsion from a program will result in placement on scholarship probation for a period of one (1) year from the date of application. Priority will be given to first time applicants. All scholarships are awarded based on available funding. I understand that such participation may include being photographed for publicity purposes.

Registration Information: Recipients will be notified no later than two (2) weeks after the deadline for the registration for which they are applying. If approved, recipients will be issued a confirmation number when proceeding with the registration process and in compliance with YAA's standard registration procedures. The scholarship program is separate from the registration process and application of a scholarship does not guarantee space into a class, program or camp.

Applications that do not meet the minimum criteria below, will not be considered.

Participant Scholarship Recommended Guidelines: In need of financial assistance as indicated by a letter from Fayette County Family and Children Services, age is 19 and under, Fayette County resident, complete application (including supplemental information), meet deadline requirements above, meets all other YAA eligibility, guidelines and class requirements, has not been placed on scholarship probation.

Application Instructions (Complete one application per child): Parent or legal guardian complete the questions below → Include all required supplemental paperwork as required → Sign and date the application → Return the application for consideration, prior to the deadline above to the YAA assistance is being applied for.

Participant's Name: _____ Date of Birth: _____

League/Activity/Sport/Camp Desired: _____ Class Day(s): _____

Date/Season: _____ Location/Park: _____ Cost: \$ _____

Parent/Legal Guardian: _____ Home Phone: (____) _____

Address: _____ City: _____ State: _____ Zip Code: _____

I request a scholarship in the amount of: \$ _____

Participant has received a YAA Scholarship before: No _____ Yes _____ If yes, when: _____

In your own words, briefly explain why this applicant should be considered for scholarship assistance:

I, _____, have completed this application on behalf of, _____. I understand that this application form does not guarantee an opening or acceptance into the league/camp desired or scholarship award. I also attest, to the best of my knowledge, that the information contained herein is accurate and truthful.

Legal Parent/Guardian/Caregiver Signature

Date

All eligible applications will be reviewed prior to the registration date for that quarter. FC YAA will notify applicants by mail or phone. Please do not call for information as this information is treated with confidentiality and persons answering phones are not aware of the applicants or the status of approvals.

SCOREBOARD CONTROL BOXES CHECKOUT PERMIT

On this day of , 20 , this permit is issued to

User Group Name

User Group Representative

Address

City

Zip

Phone number

The Fayette County Parks and Recreation Department does hereby permit the user, described above, the use of the scoreboard control box during the following dates:

to 20 at

The user group will require the use of _____ scoreboard control boxes.

The user group described above will agree to the following rules and regulations set forth by the Fayette County Parks and Recreation Department:

1. Scoreboard control boxes to be turned in to Parks and Recreation Department within two (2) weeks of ending date listed above.
2. Scoreboard control boxes that are damaged, lost, or destroyed should be reported to Parks and Recreation Department immediately.
3. The user group will be responsible for the purchase of a new scoreboard control box if it is lost or destroyed beyond repair due to negligence of the YAA to store properly.
4. All scoreboard control boxes will be stored at YAA designated park either in the concession stand or storage areas.
5. Any damage must be paid or repaired for prior to the next sport season. Damages that pose a safety issue must be repaired immediately.

Signature of Parks & Recreation Representative

Signature of User Group Representative

Date

Date

Signatures of this document indicate that the signers have read, understood, and agree to abide by the rules and regulations outlined herein in the document entitled.

SIGN/ADVERTISING AGREEMENT

Date: ____/____/____

Association:

Park:

Advertiser/Sponsor: _____

Sport Responsibility:

Date of Installation:

Locations

Field No. ____ Field No. ____ Field No. ____ Field No. ____ Field No. ____ Field No. ____
 Field No. ____ Field No. ____ Field No. ____ Field No. ____ Field No. ____ Field No. ____

General Area (e.g. concession, football field, etc.)

Any other information:

The following specifications and rules must be adhered to:

1. A copy of information to be displayed on the banner or sign must be sent to the Parks and Recreation Director along with this agreement.
2. All requests should be submitted a minimum of thirty (30) days prior to desired date of installation.
3. For more details, please see the Policies and Procedures Manual.

Signature of President_____
Signature of Parks and Recreation Representative_____
Date_____
Date_____
Phone

Signatures of this document indicate in that the signers have read understood, and agree to abide by the rules and regulations outlined herein in the document entitled.

YOUTH ATHLETIC ASSOCIATION BALLOTT

ASSOCIATION: _____

DATE OF ELECTION: _____

Nominee's name _____	Nominee's name _____
Nominee's name _____	Nominee's name _____
Nominee's name _____	Nominee's name _____
Nominee's name _____	Nominee's name _____
Nominee's name _____	Nominee's name _____
Nominee's name _____	Nominee's name _____
Nominee's name _____	Nominee's name _____
Nominee's name _____	Nominee's name _____
Nominee's name _____	Nominee's name _____
Nominee's name _____	Nominee's name _____

Nominations from the floor _____

Nominations from the floor _____

Nominations from the floor _____

Nominations from the floor _____

Nominations from the floor _____

YOUTH ATHLETIC ASSOCIATION SEASON INFORMATION FORM

Please answer (PRINT) the following questions as completely as possible. Estimate information that may not be exact at this point. This information will be provided to the general public.

Return form to: Fayette County Parks and Recreation
c/o: Parks and Recreation Director
140 W. Stonewall Ave.
Fayetteville, Georgia 30214

Or FAX to: 770-460-1931

Association: _____

Sport: _____ Season: _____ Year: _____

Cost per child:
(Breakdown by division or age group if it is different)

Includes (e.g. shorts, pants, etc.):

Must bring to Registration (Birth Certificate, etc.) _____

Registration Dates, Times and Locations: _____

Practice begins: _____ Season begins: _____ Season ends: _____

Age Groups Offered: Boys _____

Girls _____

Contact Person: _____ Phone: _____ * Email: _____

Additional Information: (attach sheets as necessary)

YOUTH ATHLETIC ASSOCIATIONS GRILL USAGE GUIDELINES

All outdoor cooking/grilling must be conducted in a Fayette County Parks and Recreation approved location prior to use. This cooking/grilling location must be located at least ten (10) feet away from all combustible structures. YAAs cooking outside are required to protect the ground surface (no matter the surface type) from becoming contaminated by cooking greases/oils. Spill pans or mats need to be used and properly cleaned and maintained. No one under the age of 16 shall be permitted to cook or grill.

There are some key issues related to the dangers of the propane gas cylinders used with barbeque grills. The primary danger of course is fire or explosion. Gas grills may routinely be present at shops, barns, warehouses, field offices and where groups such as athletic associations or large gatherings use county facilities such as concession stands.

Please note and observe the following with regard to all propane gas cylinders including those that are connected to grills or those thought to be empty:

Always store them outside, not inside, of our buildings where gas can leak, collect and explode. If necessary, build a cage for extra cylinders, which allows full ventilation and protects them from theft and direct sunlight.

At home, do not leave them in storerooms, garages, or inside the house.

Do not allow non-employees or others to store propane cylinders inside of County buildings.

Always store cylinders in an upright position.

Keep the cylinders out of the reach of children.

If you smell gas, get away from the cylinder and call the fire department.

Close the cylinder valve when you are not using the gas.

Grill Use Request

Date Submitted: _____ Park: _____

Youth Athletic Association Name: _____

Dates/Times of planned usage:

Activity:

Location of Grill:

Youth Association President/Vice President Name: _____

Home Phone: _____ Work Phone: _____ Other Phone: _____

SIGNATURE OF PERSON REQUESTING USE: _____ Date: _____

YOUTH ATHLETIC ASSOCIATIONS PUBLIC ADDRESS SYSTEM GUIDELINES

Public Address Systems definition includes hand held bullhorns, portable “karaoke” systems, portable microphone & speaker combinations, built-in or “house” systems, as well as noise makers, air horns, sirens or any other similar devices.

The use of public address systems by Youth Athletic Associations is permitted in Fayette County Parks, but restricted to the following policies and guidelines;

Use of Public Address systems:

- Use will be permitted between 8:00 a.m. - 10:00 p.m. Monday-Saturday and 12:00-10:00 p.m. on Sunday, unless otherwise approved.
- Volume not to exceed a reasonable level for the immediate listening area
- It shall be prohibited for any person to make any loud noise, which, disturbs, annoys, injures or endangers the comfort repose, peace or safety of other persons in a recreation area and surrounding neighborhoods.
- Opening day ceremony announcements
- Tournament announcements
- Emergency announcements (lost & found, weather, etc.)
- Team/Player introductions
- Only adults (18 yr. and over) are permitted to use

Prohibited Use of Public Address systems:

- In depth play by play game announcing
- Promotional announcements
- Ongoing music of any kind is prohibited
- Non activity music (any kind)
- By anyone under the age of 18 yr.

Failure to abide by these guidelines will result in suspension and or potential loss of public address system privileges for the remainder of the season.

Public Address System Use Request

Date Submitted: _____ Park: _____

Youth Athletic Association Name: _____

Dates/Times of planned usage: _____

Activity: _____

Youth Association President/Vice President Name: _____

Home Phone: _____ Work Phone: _____ Other Phone: _____

SIGNATURE OF PERSON REQUESTING USE: _____ Date: _____

PARK HAZARD NOTICE

Date: _____

Park: _____

Facility: _____

Contact Person: _____

Home Phone: _____

Cell Phone: _____

Brief description of potential hazard(s) or suspicious activity/action(s) at Park:

Specific Location(s) in Park (Attach map or diagram):

Approximate time of day/night:

Approximate day(s) of week:

List any action taken:

FAX to the Fayette County Park and Recreation at (7/460-1931) the following business day.

REPORT OF SUSPECTED CHILD ABUSE

Within 24 hours of making an oral report, a mandated reporter shall complete and submit a written report to the Fayette County Parks and Recreation Director. Use other paper if necessary and label accordingly. **Please print or type.**

CHILD'S NAME	<input type="checkbox"/> MALE <input type="checkbox"/> FEMALE	AGE OR BIRTH DATE
CHILD'S ADDRESS		
NAME OF PARENT OR GUARDIAN	ADDRESS	PHONE NUMBER
WHERE IS CHILD STAYING PRESENTLY IF NOT AT HOME?		PHONE NUMBER
NAME OF DFCS WORKER TO WHOM ORAL REPORT WAS MADE	DATE OF ORAL REPORT	DATE AND TIME OF SUSPECTED ABUSE
NAME OF SUSPECTED PERPETRATOR, IF KNOWN	ADDRESS OR PHONE NUMBER, IF KNOWN	RELATIONSHIP TO CHILD
NATURE AND EXTENT OF THE CHILD'S INJURIES, MALTREATMENT OR NEGLECT		
INFORMATION CONCERNING ANY PREVIOUS INJURIES, MALTREATMENT OR NEGLECT		
LIST NAMES AND AGES OF SIBLINGS, IF KNOWN		
DESCRIBE THE CIRCUMSTANCES IN WHICH THE INJURIES, MALTREATMENT OR NEGLECT CAME TO BE KNOWN TO THE REPORTER		
WHAT ACTION, IF ANY, HAS BEEN TAKEN TO TREAT, PROVIDE SHELTER OR OTHERWISE ASSIST THE CHILD?		
REPORTER'S NAME AND AGENCY	ADDRESS	PHONE NUMBER
REPORTER'S SIGNATURE	POSITION	DATE



Parent/Athlete Concussion Information Sheet

A concussion is a type of traumatic brain injury that changes the way the brain normally works. A concussion is caused by bump, blow, or jolt to the head or body that causes the head and brain to move rapidly back and forth. Even a “ding,” “getting your bell rung,” or what seems to be a mild bump or blow to the head can be serious.

WHAT ARE THE SIGNS AND SYMPTOMS OF CONCUSSION?

Signs and symptoms of concussion can show up right after the injury or may not appear or be noticed until days or weeks after the injury.

If an athlete reports **one or more** symptoms of concussion listed below after a bump, blow, or jolt to

Did You Know?

- Most concussions occur *without* loss of consciousness.
- Athletes who have, at any point in their lives, had a concussion have an increased risk for another concussion.
- Young children and teens are more likely to get a concussion and take longer to recover than adults.

the head or body, s/he should be kept out of play the day of the injury and until a health care professional, experienced in evaluating for concussion, says s/he is symptom-free and it's OK to return to play.

SIGNS OBSERVED BY COACHING STAFF	SYMPTOMS REPORTED BY ATHLETES
Appears dazed or stunned	Headache or “pressure” in head
Is confused about assignment or position	Nausea or vomiting
Forgets an instruction	Balance problems or dizziness
Is unsure of game, score, or opponent	Double or blurry vision
Moves clumsily	Sensitivity to light
Answers questions slowly	Sensitivity to noise
Loses consciousness (<i>even briefly</i>)	Feeling sluggish, hazy, foggy, or groggy
Shows mood, behavior, or personality changes	Concentration or memory problems
Can't recall events <i>prior</i> to hit or fall	Confusion
Can't recall events <i>after</i> hit or fall	Just not “feeling right” or “feeling down”

CONCUSSION DANGER SIGNS

In rare cases, a dangerous blood clot may form on the brain in a person with a concussion and crowd the brain against the skull. An athlete should receive immediate medical attention if after a bump, blow, or jolt to the head or body s/he exhibits any of the following danger signs:

- One pupil larger than the other
- Is drowsy or cannot be awakened
- A headache that not only does not diminish, but gets worse
- Weakness, numbness, or decreased coordination
- Repeated vomiting or nausea
- Slurred speech
- Convulsions or seizures
- Cannot recognize people or places
- Becomes increasingly confused, restless, or agitated
- Has unusual behavior
- Loses consciousness (*even a brief loss of consciousness should be taken seriously*)

WHY SHOULD AN ATHLETE REPORT THEIR SYMPTOMS?

If an athlete has a concussion, his/her brain needs time to heal. While an athlete's brain is still healing, s/he is much more likely to have another concussion. Repeat concussions can increase the time it takes to recover. In rare cases, repeat concussions in young athletes can result in brain swelling or permanent damage to their brain. *They can even be fatal.*

Remember

Concussions affect people differently. While most athletes with a concussion recover quickly and fully, some will have symptoms that last for days, or even weeks. A more serious concussion can last for months or longer.

WHAT SHOULD YOU DO IF YOU THINK YOUR ATHLETE HAS A CONCUSSION?

If you suspect that an athlete has a concussion, remove the athlete from play and seek medical attention. Do not try to judge the severity of the injury yourself. Keep the athlete out of play the day of the injury and until a health care professional, experienced in evaluating for concussion, says s/he is symptom-free and it's OK to return to play.

Rest is key to helping an athlete recover from a concussion. Exercising or activities that involve a lot of concentration, such as studying, working on the computer, or playing video games, may cause concussion symptoms to reappear or get worse. After a concussion, returning to sports and school is a gradual process that should be carefully managed and monitored by a health care professional.

It's better to miss one game than the whole season. For more information on concussions, visit: www.cdc.gov/Concussion.

Student-Athlete Name Printed

Student-Athlete Signature

Date

Parent or Legal Guardian Printed

Parent or Legal Guardian Signature

Date

ACCIDENT/INJURY REPORT

INJURED PERSON'S NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SEX: _____ AGE: _____ HOME PHONE: _____ CELL PHONE: _____

GUARDIANS NAME IF INJURED PERSON IS A MINOR: _____

GUARDIAN'S HOME PHONE #: _____ CELL PHONE #: _____

GUARDIAN'S ADDRESS: _____

WITNESS NAME: _____ PHONE # _____

WITNESS NAME: _____ PHONE # _____

DATE OF ACCIDENT: _____ TIME: _____

LOCATION OF ACCIDENT (SPECIFIC): _____

DESCRIBE ACCIDENT/INJURY: _____

WAS FIRST AID REQUIRED? _____ WHAT FIRST AID SUPPLIES WERE USED? _____

WAS LAW ENFORCEMENT NOTIFIED? _____ WAS EMS NOTIFIED? _____

WAS PROFESSIONAL MEDICAL TREATMENT REQUIRED? _____ IF SO WHAT? _____

DID THE INJURED PARTY WAIVE TREATMENT: _____

WERE PHOTOS OF ACCIDENT/INJURY SITE TAKEN: _____

WHAT RECOMMENDATIONS DO YOU HAVE TO PREVENT OTHER ACCIDENTS OF THIS NATURE?

REPORT PREPARED BY/POSITION: _____ PHONE NUMBER: _____

SIGNATURE: _____ DATE: _____

REPORT WAS RECEIVED BY FCPRD: DATE _____ TIME: _____

NOTE: This report must be accurate, precise, and submitted to Fayette County Parks and Recreation Department (FCPRD) within one business day. Serious accidents must be reported to FCPRD immediately, as well as reported to Law Enforcement.

PARK SIGNIFICANT EVENT REQUEST

MAIL TO: Fayette County Parks & Recreation
 ATTENTION: Parks and Recreation Director
 140 W. Stonewall Ave., Fayetteville, GA 30214
 FAX TO: 770-460-1931

Event Contact Name/Title: _____

Home Phone: _____ Work/Cell: _____

Date Submitted: _____

Association: _____

Event Information:

Type of Event:

Tournament Festival Jamboree Opening Day Other

Title: _____

Location: _____

Date: _____ Time: _____ to _____ Estimated Participation: _____

Estimated Number of Fayette County YAA Teams Participating: _____

Brief Description of Event:

Event Checklist:

_____ Vendor Liability Insurance naming YAA and Fayette County Board of Commissioners
 as additional insured (due at least 10 days prior to event)

_____ Proposed Budget

_____ Special Requests/Information

FAYETTE COUNTY YOUTH SPORTS PARTICIPATION SUMMARY

YEAR: _____

This summary must be submitted with completed participation reports, impact fees and all out of county fees no later than March 15th for the Spring season, September 15th for the Fall season and December 15th for the Winter season. The department reserves the right to request rosters (including each participants name and address) to verify the accuracy of the registration figures.

ASSOCIATION _____ DATE SUBMITTED _____

SPORT	_____ BASEBALL	SEASON	_____ SPRING
	_____ SOFTBALL		_____ FALL
	_____ SOCCER		_____ WINTER
	_____ FOOTBALL		
	_____ CHEERLEADING		
	_____ BASKETBALL		
	_____ ROWING		
	_____ OTHER _____		

COMPLETE THE FOLLOWING INFORMATION:

AGE DIVISION	# OF PARTICIPANTS	# OF TEAMS
--------------	-------------------	------------

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

TOTAL OF FAYETTEVILLE PARTICIPANTS _____
 TOTAL OF UNINCORPORATED FAYETTE COUNTY PARTICIPANTS _____
 TOTAL OF BROOKS PARTICIPANTS _____
 TOTAL OF PEACHTREE CITY PARTICIPANTS _____
 TOTAL OF TYRONE PARTICIPANTS _____
 TOTAL OF WOOLSEY PARTICIPANTS _____
 TOTAL OF NON-FAYETTE COUNTY PARTICIPANTS _____
 TOTAL PARTICIPANTS _____

PARTICIPANTS RECEIVING SCHOLARSHIP _____

I, _____, certify that the above information is correct. Date _____

SUBMIT PAYMENT FOR IMPACT FEES AND NON-RESIDENTS FEES BY CHECK MADE
 PAYABLE TO:

Fayette County Parks and Recreation
 Attn: Parks and Recreation Director
 140 W. Stonewall Ave., Fayetteville, Ga. 30214

YOUTH ATHLETIC ASSOCIATION TERMS OF FACILITY USE PERMIT

User/Group:

Representative:

Address:

Home Phone:

Cell Phone:

Event Name:

Facility:

Dates Reserved:

Hours Reserved:

- The YAA has received and agrees to abide by the regulations herein provided and understands that the violation of any of the regulations would cause the YAA to be barred from the use of the facility.
- Prior to issuance of this permit, the YAA must meet the requirements as issued in the YAA Policies and Procedures Manual.
- Insure that no persons shall be denied participation in any park or programs based on race, color, national origin, religious background, sex or age and be in compliance with the Americans with Disabilities Act.
- YAAs conduction of youth activities on Fayette County facilities must have a sufficient number of adults present to supervise all scheduled activities from the time the youth arrive until every boy or girl has left the area.
- The YAA is responsible for any damage incurred to the facilities while in use by said YAA. Persistent damage could ultimately result in revocation of a portion of or the entire permit.
- The YAA is responsible for spectators, parents, coaches and participants. A display of conduct that is unbecoming while said YAA is using County facilities could result in written reprimand or revocation of this contract.
- The YAA shall not and cannot reassign this contract.
- The organization shall not and cannot sublet county facilities to outside organizations.
- Fayette County Parks and Recreation reserves the right to alter this contract at any time.
- The YAA will provide county officials with proposed practice and game schedules along with a proposed budget prior to being approved for any authorized use of fields and/or facilities.
- The YAA understands that the Director of Parks and Recreation is the final authority on field scheduling and may assign fields to other organizations as deemed appropriate.

Signature of User Group Representative

Date

Signature of Parks and Recreation Director

Date

COUNTY AGENDA REQUEST

Page 85 of 189

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Consideration of the July 13, 2017 Board of Commissioners Meeting Minutes. This item was tabled at the July 27, 2017 meeting.

Background/History/Details:

At the July 27, 2017 Board of Commissioners meeting, the Board approved the motion from Commissioner Brown to table the July 13, 2017 minutes for review and edits. Commissioner Brown was out of the country and wanted to have the opportunity to make changes to the minutes.

What action are you seeking from the Board of Commissioners?

Approval of the July 13, 2017 Board of Commissioners Meeting Minutes. This item was tabled at the July 27, 2017 meeting.

If this item requires funding, please describe:

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?*

Backup Provided with Request?

**** All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.***

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

Staff Notes:

BOARD OF COUNTY COMMISSIONERS

Eric K. Maxwell, Chairman
Randy Ognio, Vice Chairman
Steve Brown
Charles W. Oddo
Charles D. Rousseau

FAYETTE COUNTY, GEORGIA

Steve Rapson, County Administrator
Dennis A. Davenport, County Attorney
Tameca P. White, County Clerk
Marlena Edwards, Deputy County Clerk



140 Stonewall Avenue West
Public Meeting Room
Fayetteville, GA 30214

MINUTES

July 13, 2017

6:30 p.m.

Welcome to the meeting of your Fayette County Board of Commissioners. Your participation in County government is appreciated. All regularly scheduled Board meetings are open to the public and are held on the 2nd and 4th Thursday of each month at 6:30 p.m.

Call to Order

Chairman Eric Maxwell called the July 13, 2017 Board of Commissioners meeting to order at 6:35 p.m. A quorum of the Board was present.

Invocation and Pledge of Allegiance by Commissioner Charles Oddo

Commissioner Charles Oddo offered the Invocation and led the audience in the Pledge of Allegiance.

Acceptance of Agenda

Commissioner Steve Brown moved to accept the agenda as written. Vice Chairman Randy Ognio seconded. The motion passed 5-0.

PROCLAMATION/RECOGNITION: None.

PUBLIC HEARING: None.

CONSENT AGENDA:

Vice Chairman Ognio moved to approve the Consent Agenda with the exception of Items # 2 and #7. Commissioner Steve Brown seconded. The motion passed 5-0.

1. **Approval of Resolution 2017-11 for implementation of Project FA-01 to the Atlanta Regional Commission documenting Fayette County's funding commitment for the 2017 Project Solicitation application for the alignment of State Route 279 and Corinth Road.** A copy of the request, identified as "Attachment 1", follows these minutes and is made an official part thereof.
2. **Approval of Resolution 2017-12 for implementation of Project FA-02 to the Atlanta Regional Commission documenting Fayette County's funding commitment for the 2017 Project Solicitation application for multiple resurfacing projects within Fayette County.**

Commissioner Rousseau stated that he wanted to raise a point of clarity for the residents. He stated that he wanted the County Administrator or staff to explain what that \$2.5 million of the \$9 million project entails because it looks like the majority of the fund was going to the city and not unincorporated Fayette County. He wanted the citizens to understand why.

Public Works Director Phil Mallon stated that the agenda item was for a Resolution in support of a resurfacing project for county and city roads. He stated that sometimes there was a better chance of receiving favorable consideration for the projects when it was a larger project application, so he reached out to the cities to see if they were interested. He stated that each road would be evaluated individually. He stated that some or all of the roads might get approved or none of the roads might be approved. He stated the same was true for the city.

Commissioner Brown moved to approve Resolution 2017-12 for implementation of Project FA-02 to the Atlanta Regional Commission documenting Fayette County's funding commitment for the 2017 Project Solicitation application for multiple resurfacing projects within Fayette County. Commissioner Rousseau seconded. The motion passed 5-0. A copy of the request, identified as "Attachment 2", follows these minutes and is made an official part thereof.

3. **Approval of Resolution 2017-13 for implementation of Project FA-03 to the Atlanta Regional Commission documenting Fayette County's funding commitment for the 2017 Project Solicitation application to fund detailed planning studies along Sandy Creek, Tyrone, Palmetto and Banks Road.** A copy of the request, identified as "Attachment 3", follows these minutes and is made an official part thereof.
4. **Approval of staff's recommendation to award annual bid #1314-A to Hanson Aggregates and Martin Marietta as primary vendors for gravel services for fiscal year 2018 with a not-to-exceed amount of \$51,262.50 and \$129,800 respectively, for a total not-to-exceed amount of \$181,062.50.** A copy of the request, identified as "Attachment 4", follows these minutes and is made an official part thereof.
5. **Approval of Water System's request to award Bid #1318-B Water Distribution Parts to five companies that were low bidders on items used for distribution and repair; Consolidated Pipe & Supply Co., Ferguson Enterprises, Fortiline Waterworks, Delta Municipal Supply and HD Supply Waterworks LTD, in an amount not-to-exceed \$216,568.27.** A copy of the request, identified as "Attachment 5", follows these minutes and is made an official part thereof.
6. **Approval of staff's recommendation to award Chemical Bid for twelve (12) months, to Brenntag Mid-South, Inc., American Development Corporation, Chemrite and Polydyne for chemicals used by the Fayette County Water System for water treatment, and authorization for the Chairman to sign any related documents.** A copy of the request, identified as "Attachment 6", follows these minutes and is made an official part thereof.
7. **Approval of staff's recommendation to contract with the Gordian Group (Centennial Contractors Enterprise, Inc.) to renovate the Animal Shelter building in the amount of \$119,598.67 per the approved CIP project #6565F.**

Commissioner Brown stated that he wanted staff to give an overview of this agenda item. He further explained that this agenda item was not an expansion, but an upgrade to the shelter.

Animal Shelter Director Jerry Collins briefed the Board that this project was started prior to him being hired at the shelter. He stated that some of the renovations included fixing rusted doors, installing new siding on the building and to add runs in the back for more air time to the animals.

Building and Grounds Director Carlos Christian stated that staff meet with Mr. Collins and determined what improvements needed to be made to bring the facility up-to-par. He stated that a contractor was brought in to determine what improvements were needed.

Commissioner Brown stated that he wanted everyone to know that it was not a shelter expansion. He continued that the Peachtree City sewer runs through the shelter. He stated that he would like to include having the Walgreens next door placed on sewer so that the County could have the drain fields and use the parcels. County Administrator Steve Rapson stated that Mr. Christian was evaluating that. He stated that this approval would be for the base contract and as a reminder, \$126,000 was funded last year and an additional \$50,000 was funded for this year to resolve some of the sewer related issues. He stated that this project was about a four month project.

Chairman Maxwell opened the floor for public comments.

Sharon Waples asked questions about repair to the current runs, the new runs and a smell that she noticed outside at the shelter. The questions were addressed by staff.

Julie Schwab asked questions about the County raising money for the Humane Society through a GoFundMe page. Chairman Maxwell explained that the Humane Society was not a function of the Board of Commissioners.

Samantha Beadle shared that there was a non-profit organization available for people to donate and to benefit the animal shelter.

Cynthia O'Connor requested the break down to refurbish the shelter. Mr. Christian provided a break down of the project.

Dana Lezaj asked the Board if they had ever received a request to expand the facility and what, besides the sewer issue, prevents an expansion. She also asked when the facility was built. There was not a consensus on the exact time it was built. She asked if an expansion could ever be consider as part of the Special Purpose Local Option Sales Tax (SPLOST). Chairman Maxwell explained how the Capital Improvement Program (CIP) worked. She asked what the public could do to formally request the Board to consider expansion. Chairman Maxwell stated that the Board received the emails and phone calls and that there was no other process required.

Vice Chairman Ognio stated that he would like to see the shelter improvements also include electronic displays and he hoped that the staff would consider that. He stated that he was concerned about the process used and that he would like to see more of these type projects bided out instead of using state contracts. Mr. Rapson stated that staff used Gordian Group to expedite the project as directed by the Board. He stated that staff could go through the procurement process instead of the state contract process, if that was the direction of the Board.

Commissioner Rousseau stated that he had the same concern prior to speaking to staff. He stated that he would like to see Purchasing educate potential vendors about the state contract process. Mr. Rapson stated that Gordian Group would be the project manager. He stated that they use the competitive process through the state and also through local vendors, which was the preference.

Commissioner Brown stated that going back to the second mayor of Peachtree City, the overriding problem in the city was stray dogs. He stated that the mayor then worked to get the animal shelter. He stated that he worked on the "bee ordinance", the "chicken ordinance" and "dog ordinance" and so he had worked around the gamut on all the animal issues. He encouraged all the different animal groups/advocates to work together to have a consolidated platform to bring to the Board. He stated that the old adage, "the squeaky wheel does get the grease" was true, especially in government and that needed to happen. He stressed that the citizens own the shelter and that their input was important.

He stated that the county was far from a no-kill shelter. He stated that the county had the human capital and intelligence in the community to make things happen, it just needed to be organized. He encouraged those in the audience to contact the Humane Society and become a part of the group that wanted to create positive change.

Commissioner Oddo moved to contract with the Gordian Group (Centennial Contractors Enterprise, Inc.) to renovate the Animal Shelter building in the amount of \$119,598.67 per the approved CIP project #6565F. Commissioner Brown seconded. The motion passed 5-0. A copy of the request, identified as "Attachment 7", follows these minutes and is made an official part thereof.

8. Approval of the June 22, 2017 Board of Commissioners Meeting Minutes.

OLD BUSINESS:

NEW BUSINESS:

9. Staff update on the proposed GDOT roundabout projects on SR 92 at Antioch Road and Seay Road (GDOT PI 009971 and 009972) and consideration of GDOT's request for Fayette County to enter into a Local Government Lighting Agreement and Landscaping Maintenance Agreement for the projects.

Staff requested to have this item tabled to continue working with Georgia Department of Transportation (GDOT) regarding this agreement.

Commissioner Brown moved to table the proposed GDOT roundabout projects on SR 92 at Antioch Road and Seay Road (GDOT PI 009971 and 009972) and consideration of GDOT's request for Fayette County to enter into a Local Government Lighting Agreement and Landscaping Maintenance Agreement for the projects to the July 27, 2017 Board of Commissioners meeting. Commissioner Oddo seconded. The motion passed 5-0. A copy of the request, identified as "Attachment 8", follows these minutes and is made a part thereof.

10. **Consideration of staff's recommendation to adopt Fayette County Policy 280.01; Animal Shelter Management/Euthanasia.**

Chairman Maxwell stated that the Board was present to listen to any comments regarding this item. He asked several questions of the audience to get some information.

- a. How many were present for item #10?
- b. Who in the room was against any euthanasia?
- c. Was anyone in favor of the current euthanasia policy that allows for euthanasia after seven (7) days?
- d. Was anyone against the 30-day policy?
- e. Did anyone disagree that euthanasia was an accepted practice when dealing animal control issues in various shelters?
- f. Who would support a complete 100% no-kill shelter?
- g. Who would support a 90% no-kill shelter?
- h. Was there anyone in the audience who was not a Fayette County resident?

Mr. Rapson presented a PowerPoint to the Board. He stated that the county operates animal control which means it controls the animal population as opposed to the Humane Society which had a different role. He stated that the shelter

was working to move closer to a no-kill role and in order to make that happen it would have to be based on the facility, staff and cage space. He stated that this policy was drafted with several animal advocates and he communicated that he understood that they may not agree with everything in the policy, but that some guidelines had to be put in place so that Mr. Collins could run the facility. He provided information and background on how this policy was drafted. He stated that the policy includes 25 days that an animal could be adopted which was changed from the six days that was originally in place. During the presentation Mr. Rapson stressed that the policy does not euthanatize an animal on the 31st day unless there are more than 20 animals at the shelter. He stated that the policy would only go into effect if there are more than 20 animals in the shelter that have been there beyond 30 days. He continued that the shelter was currently nine dogs over capacity, seven of which are pit bull mixed. He stated that in 2016 the shelter was at 87% which was close to the 90% used to define a no-kill shelter. He explained that in 2017 the shelter was at 93%.

Mr. Collins stated that the shelter currently had 30 dogs and that some were being kept in cages and crates. He stated that he was asking for 75% in order to segregate the animals when needed.

The following spoke regarding this item:

Stephanie Cohran, Leah Thomson, Marcia Hendershot, Nancy Aikins, Jeanie Mahoney, Cindi O'Connor, Terry Martin, Kim Ward, Mary Beth Davis, Victoria O'Hearn, Chris Waples, Shannon O'Connor-Larson, Ann Wittenberg, Sandy Shubert, Sarah Bloomfield, Cathy Bonner, Julie Schwab, Joy Brim, Abriel Rose, Anastasia Derzhay, Philip Doolittle, Laura Line and Sharon Waples.

The Human Society provided a written statement to the Board. A copy of the request, identified as "Attachment 9", follows these minutes and is made a part thereof.

The comments and questions included: support for a no-kill shelter, the speaker's personal adopting experiences, the work of animal shelter volunteers, how animal advocacy organizations and groups can work together, the use of grants for spay and neutering of animals, the need for an advisory board, more resources to the animal shelter, request data for cats, emphasis that euthanasia was not an acceptable form of managing capacity, who makes the evaluations of dogs, questions about the euthanasia process used, extending the time of notification before euthanasia to ten days, training for staff, request to place a 90 day moratorium on euthanasia except for illness and dangerous and aggression animals, the purchase of crates for the shelter because of the expected increase during this time of year, advocacy committee with four members; Commissioner, shelter worker, volunteer and a member of the Humane Society, a strategic plan for the facility, a need of education of pet owners, a need for dog training programs, registering dogs for a business, encouragement of the reading to the dog program, if the County already has the discretion to keep dogs beyond the current six days, then why the need for a 30 day statutory limitation, suggestion to reach out to Carroll county to inquire about their resources, the use of inmates to walk dogs and play with the dogs, programs where inmates train service dogs that can be provided to veterans with PTSD and more rescue relief needed.

Chairman Maxwell asked Mr. Rapson and Mr. Collins to address the questions that were raised during public comments. Mr. Rapson shared that the new Adoption Coordinator at the animal shelter had been tasked with the fostering network initiative. He stated that staff had no problem notifying the various agencies to help with adoptions on day six when the animal was adoptable and then notifying them again ten days prior to the end of the thirty days. He stated that the advisory board was a Board decision. He stated that he would gather the cat data for those who requested it. He stated that a veterinarian does the medical evaluations on the animals and it was not done by staff and the euthanasia was done by two certified individuals who do that. He stated that a strategic plan for the facility would be a Board initiative. He stated that he could not stress pit bull education enough. He stated that animal control budget was 20% higher than past

years and there was not a lot of fluff in the budget. He stated that staff had been good about getting grants and donations and that he was open to any information available on grants. The dog training program was done through the Recreation department and when the instructors leave there becomes a need for trainers. He stated that he had not received the information regarding a spay and neuter program and he would be open to receiving information.

Commissioner Oddo asked the Board to change the notice from the five (5) day notice to a ten (10) day notice prior to the thirty day. At the request of Vice Chairman Ognio the words "whenever possible" of paragraph eight would also be removed.

Vice Chairman Ognio thanked all the volunteers and commended Mr. Collins for the job he does at the animal shelter. He stated that he had read the proposed ordinance that was in the works and that he was not in favor of moving forward with an ordinance and that the county should give the policy a chance to take effect.

Vice Chairman Ognio moved to adopt Fayette County Policy 280.01; Animal Shelter Management/Euthanasia with a modification to remove the words "whenever possible", to change the adoption notice to day six (6) and a ten (10) day notice prior to the end of the thirty day and to stop the progression of the ordinance. Commissioner Oddo seconded.

Commissioner Brown stated that he was working with someone regarding the inmate training of the dogs. He stated that he was looking for competent trainers to train the inmates. He stated that the budget reflects positive movement at the animal shelter. He continued that shelter expansion was important, but that it was just as important to ensure that the foundational documents, ordinance and/or policies, were in place. He stated that he was shocked at the vote to stop the ordinance changes because the Humane Society and the animal advocacy people agreed on 90% of the changes. The policy was a bandage and that the problem was not a complex problem. He stated that there needed to be an animal shelter advisory board. The only way to get the public buy-in was to get the public's input. He stated that the county does that with the Library Board, the recreation programs and the Board of Health. He stated that it made sense to bring the public in and allow them to be part of the process. He expressed that 75% was too low and he would not vote for that. He would support 85% and for staff to try to make it work. He stated that if this vote passed, then all the ordinance changes that he had worked with the groups on, would be trashed.

Commissioner Rousseau also thanked the volunteers. He stated that he would like for the Board to consider the following language: "The Fayette County Animal Shelter is committed to a well-managed facility that considers the preservation of life..." He addressed the audience stating that no one cared. He stated that it was important for the public to participate in the budget process. He stated that the opportunity was missed to advocate for dollars and resources for this cause. He stated that was an admonishment because the Board does everything in its power to educate the community and put out the notices. He stated that the Board had adopted the budget and could have used the input at that time. He stated that discussion regarding adopting an animal after 30, 90 or 180 days, means that the discretion of the staff works. He stated that they do not put every animal down. He stated that he was in support of the policy change and giving staff additional guidelines on how to operate.

Commissioner Brown stated that he took exception to Commissioner Rousseau's comments that "no one cared". He stated that he had been working with a group of leaders in the advocacy since late January. Commissioner Brown stated that a vote to stop the ordinance was going to kill those changes. He stated that the advisory board included in the proposed ordinance was free and it would do a lot of good, but the Board was going to negate it from being on an agenda. He stated that he believed in listening to constituents and the Board should vote the issue up or down in a public meeting. He stated that if staff had discretion then why implement a policy.

Commissioner Rousseau asked staff if there was a request made at any time for additional funds for the animal shelter. Mr. Rapson stated that there was an additional \$50,000 for the renovation. Commissioner Rousseau stated that was for regular CIP. He asked was there a request made to expand the facility. Mr. Rapson stated no. He stated that his comment regarding staff using discretion, was that when the shelter was not at capacity staff would use discretion to ensure that the well-being of the animal was being addressed. He continued that this was the danger of piecemealing and not looking at a matter in a comprehensive manner. He stated that if the Board and staff knows that something was lingering in the background, that in the future he would suggest that it would be put together as a package on one agenda so that the Board can review the issue in a comprehensive fashion.

Commissioner Brown stated that the proposed ordinance changes was a comprehensive review of the code of Fayette County. He continued that the only reason this item was on the agenda was because he complained that policy was being changed without coming before the Board. He stated that he would encourage the Board to speak with staff in regards to it not being a comprehensive review. Commissioner Rousseau stated that if it was comprehensive it would not be before the Board at this time.

Vice Chairman Ognio amended the motion to include language, "The Fayette County Animal Shelter is committed to a well-managed facility that considers the preservation of life..." Commissioner Oddo amended the second.

Chairman Maxwell stated that he viewed this as the beginning of the road and not the end of the road. He stated that he hoped that the agencies would get together with Mr. Collins and address this problem. He stated that using an inmate would require funds. He encouraged staff to continue to look at grants.

Commissioner Oddo stated that he did not deny that this was an extremely passionate topic. He stated that in his opinion this policy was better than the one in place. He stated that discretion was vital. He stated that the Board could not govern by the letter of the law which was proven daily. He stated that the county needed a good policy, a good law and people who knew how to manage it. He stated that he did not want anyone to think that the Board was being heartless. He stated that he noticed that some of the groups did not realize that the other groups existed and it would be good to have the groups get together and look at the situation and bring suggestions to the county.

Commissioner Brown stated that he was astounded at the comments made. That he had been working with all the groups since January.

Vice Chairman Ognio amended the motion to adopt Fayette County Policy 280.01; Animal Shelter Management/Euthanasia with a modification to remove the words "whenever possible", to change the adoption notice to day six (6) and a ten (10) day notice prior to the end of the thirty day, to stop the progression of the ordinance and to include language, "The Fayette County Animal Shelter is committed to a well-managed facility that considers the preservation of life...". Commissioner Oddo amended the second. The motion passed 4-1 with Commissioner Brown in opposition. A copy of the request, identified as "Attachment 10", follows these minutes and is made a part thereof.

The Board recessed at 10:16 p.m.
The Board returned at 10:29 p.m.

Commissioner Brown did not return to the meeting.

11. Consideration of County Attorney's recommendation to adopt Ordinance 2017-12 to amend Policy 100.19; Board Appointments.

Mr. Rapson briefed the Board regarding this item. He stated that the redline edits included the ninety days in advance for the advertising, the addition for the department head to be a part of the selection process, any vacancy or resignation that occur may be filled by the Selection Committee, the agenda item would include all the incumbents and relevant documents and appointing positions with less than half the term would remain. He stated that Commissioner Brown had shared with him that he would like to see that changed from half the term, to less than one year.

Commissioner Oddo moved to adopt Ordinance 2017-12 to amend Policy 100.19; Board Appointments with a change to include "less than one year". Commissioner Rousseau seconded.

Commissioner Rousseau stated that the policy says, "...the Selection Committee to receive the applications". He stated that should indicate that the Clerk receives the applications. He asked for an amendment to remove the words "to receive".

Commissioner Oddo amended the motion and Commissioner Rousseau amended the second.

Vice Chairman Ognio stated that it states that the "Commissioner shall have discretion to appoint head of said department as additional member of the Selection Committee". He stated that he would like for the policy to say, "...additional non-voting member" of the Selection Committee. Commissioner Rousseau recommended adding "his or her designee". The Board agreed. Mr. Davenport read the statement as amended: "The Board of Commissioners shall have the discretion to appoint the head of said department or his or her designee as an additional non-voting member of the Selection Committee."

Commissioner Oddo amended the motion to adopt Ordinance 2017-12 to amend Policy 100.19; Board Appointments with a change to include "less than one year", "the Clerk to receive the applications", "The Board of Commissioners shall have the discretion to appoint the head of said department or his or her designee as an additional non-voting member of the Selection Committee", Commissioner Rousseau amended the second. The motion passed 4-0-1. Commissioner Brown was absent. A copy of the request, identified as "Attachment 11", follows these minutes and is made a part thereof.

Commissioner Rousseau addressed issues regarding employees applying. The Board agreed that employees were not eligible to serve on the committees and employees who apply should be made aware at that time.

12. Consideration of a recommendation of the Selection Committee comprised of Chairman Eric Maxwell and Commissioner Charles Rousseau to appoint Walter Ponder to the Board of Assessors for an unexpired term beginning immediately and expiring December 31, 2017.

Commissioner Rousseau moved to approve to appoint Walter Ponder to the Board of Assessors for an unexpired term beginning immediately and expiring December 31, 2017. Chairman Maxwell seconded.

Due to the previous approved Policy 100.19;

Commissioner Rousseau amended the motion to appoint Walter Ponder to the Board of Assessors for an unexpired term beginning immediately and expiring December 31, 2023. Chairman Maxwell amended the second. The motion passed 4-

0-1. Commissioner Brown was absent. A copy of the request, identified as "Attachment 12", follows these minutes and is made a part thereof.

13. **Consideration of a recommendation from the Selection Committee, comprised of Chairman Eric Maxwell and Commissioner Steve Brown, to re-appoint Martin Sas to the Fayette County Transportation Committee to serve a term beginning April 1, 2017 and expiring March 31, 2020.**

Chairman Maxwell moved to re-appoint Martin Sas to the Fayette County Transportation Committee to serve a term beginning April 1, 2017 and expiring March 31, 2020. Vice Chairman Ognio seconded. The motion passed 4-0-1. Commissioner Brown was absent. A copy of the request, identified as "Attachment 13", follows these minutes and is made a part thereof.

14. **Update regarding the procedural posture of the disabled veterans' homestead exemption under House Bill 196 as of July 1, 2017.**

Mr. Davenport briefed the Board regarding this item. He stated that there were multiple times that the Board received a tax refund request from a disabled veteran, but the problem would be that the letter from the VA would have an effective date that was one, two or three years in the past. He stated that the problem was that exemptions are not retroactive unless the statute allows it and there was nothing in the state statute to allow the Board to approve a retroactive request so any request that the Board received that was retroactive was denied. He continued that as part of the legislative package, this Board had a component included to change the disabled veterans' homestead exemption. The General Assembly did make the change and the disabled veterans' homestead exemption will now be handled by a summary decision between the Tax Assessor and the Board and can now be applied retroactively.

Commissioner Oddo stated that Fayette County, the Board, and the County Attorney was responsible for changing this throughout the state.

15. **Reconsideration of the approval of disposition of tax refunds for disabled veterans' Peter Davis, Jamie Kagels and Ora Williamson in the aggregated total of \$10,918.42 in respond to the recently adopted Disabled Veterans' Homestead Exemptions House Bill 196, initiated by the Board of Commissioners.**

Mr. Davenport stated that based on the law as applied July 1 and the circumstances provided in the backup memo, he recommends that the Board approve the request totaling \$10,918.42.

Mrs. Ora Williamson was present.

Commissioner Oddo moved to approve the disposition of tax refunds for disabled veterans' Peter Davis, Jamie Kagels and Ora Williamson in the aggregated total of \$10,918.42 in respond to the recently adopted Disabled Veterans' Homestead Exemptions House Bill 196, initiated by the Board of Commissioners. Commissioner Rousseau seconded. The motion passed 4-0-1. Commissioner Brown was absent. A copy of the request, identified as "Attachment 14", follows these minutes and is made a part thereof.

- 16. Recommendation of the County Attorney to deny the disposition of tax refunds for disabled veterans, Ivonne Morrison and Ritesh Ghimire in respond to the recently adopted Disabled Veterans' Homestead Exemptions House Bill 196, initiated by the Board of Commissioners.**

Mr. Davenport briefed the Board that in the backup memo there were two other individuals who applied for the disabled veterans' homestead exemption. He stated that the first three was a request to reverse the decision to apply the retroactive application of the law. He stated that the request from Ivonne Morrison and Ritesh Ghimire were brought to the Board so that no one would be overlooked. He stated that their request was for reasons other than retroactive application of the law. The circumstances of the original denials have not changed and he recommended denial of the requests.

Commissioner Oddo moved to deny the disposition of tax refunds for disabled veterans, Ivonne Morrison and Ritesh Ghimire in respond to the recently adopted Disabled Veterans' Homestead Exemptions House Bill 196, initiated by the Board of Commissioners. Vice Chairman Ognio seconded. The motion passed 4-0-1. Commissioner Brown was absent. A copy of the request, identified as "Attachment 15", follows these minutes and is made a part thereof.

- 17. Consideration of the County Attorney's recommendation to approve the disposition of tax refunds, as requested by Jamie and Lisa Inagawa for tax years 2015 and 2016 in the amount of \$167.40.**

Commissioner Oddo moved to approve the disposition of tax refunds, as requested by Jamie and Lisa Inagawa for tax years 2015 and 2016 in the amount of \$167.40. Commissioner Rousseau seconded. The motion passed 4-0-1. Commissioner Brown was absent. A copy of the request, identified as "Attachment 16", follows these minutes and is made a part thereof.

- 18. Consideration of the County Attorney's recommendation to approve the disposition of tax refunds, as requested by Roger Casale for tax years 2015 and 2016 in the amount of \$1,699.44.**

Vice Chairman Ognio moved to approve the disposition of tax refunds, as requested by Roger Casale for tax years 2015 and 2016 in the amount of \$1,699.44. Commissioner Rousseau seconded. The motion passed 4-0-1. Commissioner Brown was absent. A copy of the request, identified as "Attachment 17", follows these minutes and is made a part thereof.

- 19. Consideration of the County Attorney's recommendation to deny the disposition of tax refunds, as requested by Pauline Parker for tax years 2012, 2013, 2014, 2015 and 2016.**

Commissioner Oddo moved to deny the disposition of tax refunds, as requested by Pauline Parker for tax years 2012, 2013, 2014, 2015 and 2016. Vice Chairman Ognio seconded. The motion passed 4-0-1. Commissioner Brown was absent. A copy of the request, identified as "Attachment 18", follows these minutes and is made a part thereof.

- 20. Consideration of a request to connect to the City of Fayetteville sewer system to serve a proposed residential subdivision located on SR 92 North in Land Lot 157 of the 5th District.**

Mr. Davenport briefed the Board regarding this item. He stated that his firm had some connection to the owners of the property. In 2001 his firm handled the probate of the estate of Mr. Marvin Butler and in 2009 handled the probate of the estate for Pauline Butler. He stated that the firm no longer represents the Butler family for any other issues and they do have other counsel with respect to the potential sale of property. He stated that the basis of the request had to do with a

sewer easement that was entered back in 1987 between the City of Fayetteville and Marvin Butler. He stated that documents presented referenced an "Exhibit A" that should describe the property in question owned by Mr. Butler, but there was no "Exhibit A" attached to the two page easement. He continue to brief the Board. He stated that the land lot line splits the Butler property east of the land lot line and west of the land lot line. He stated that the sewer easement speaks of the legal description attached as "Exhibit A", but it also says, "...in land lot 156". In 1987, land lot 156 was Marvin Butler's property, but was not part of the subject property. He stated that land lot 157 was not covered by the sewer easement. He stated that it was his understanding that the City of Fayetteville was looking to provide sewer to the property to honor the easement which had been determined not part of the subject property. He stated that there was nothing when the project would occur, also there was no indication that the easement was ever accepted by the City of Fayetteville. He stated that the biggest concern was the lack of the legal description that leaves only the 156 land lot which was not part of the subject property.

Commissioner Oddo asked if this was contiguous to the city. Mr. Davenport stated no. Annexation was not a possibility.

Ms. Donna Black was the applicant and she stated that the request was to connect the property to sewer. She stated that this type request had been done before. She stated that they would like to produce a subdivision that was on sewer because that was what people prefer.

Chairman Maxwell asked if she could address the missing "Exhibit A". Ms. Black stated that she was not aware of it.

Vice Chairman Ognio stated that the Board should send a letter back to the City of Fayetteville saying that the information was inconsistent with the easement documentation and for that reason the Board could not vote for or against the request.

Vice Chairman Ognio moved to have the County Attorney and County Administrator to draft a letter to the City of Fayetteville stating that the information is inconsistent and that the Board needs more clarification. Commissioner Oddo seconded. The motion passed 4-0-1. Commissioner Brown was absent. A copy of the request, identified as "Attachment 19", follows these minutes and is made a part thereof.

PUBLIC COMMENT:

Contract Administrator Trina Barwicks spoke regarding concerns about the county's compensation study. She stated that she had not completed a survey for her position as referenced by the UGA representative. She was hired in 2005 and was present for the first compensation study in 2008. She continued that the duties in the job description from the 2008 study compared to the current job description duties had increased greatly. She shared that she spoke with Human Resource Director Lewis Patterson and Mr. Rapson in 2013 and in January 2016. Ms. Barwicks' grievance included concerns about a substantial change in her duties with no compensation in salary.

Commissioner Rousseau called a point of order. He stated that this was moving into a personnel issue. The Board agreed that staff should not have to come before the Board in this manner in order to address this type of concern.

Mr. Davenport stated that for personnel issue there was a process within the employee handbook to follow and this would most likely follow the grievance process.

Chairman Maxwell stated that he did not feel the Board should be making any official action at the time. He stated that Ms. Barwicks had the right to make a presentation. Ms. Barwicks stated that there was no recourse for employees when they do not agree.

Commissioner Rousseau stated that he was not trying to stop her ability to express her concern. He apologized that she had to come to the Board in this manner to address her concerns.

ADMINISTRATOR'S REPORTS:

Mr. Rapson briefed the Board on each items A-E. He informed the Board that McIntosh Band was holding an event on July 21 and Lake McIntosh will be closed at 6:00 p.m. He stated that Water System Director Lee Pope reviewed the proposed Peachtree City spillway design and he was ok with the design.

- A. Contract #P916: Auditing Personal Property Accounts for Compliance-Renewal #2
- B. Contract #940-P: Engineer of Record for Public Works: Task Order 21-Redwine Road (Starrs Mill Complex Multi-Use Trail and Tunnel Design- FY2017 SPLOST Project
- C. Contract #949-A: Dust Control Services- Renewal #2
- D. Contract #1307-A: Firefighters Uniform Annual Contract
- E. RFQ #1326-A: Patridge Point Culvert Replacement

ATTORNEY'S REPORTS:

Notice of Executive Session: County Attorney Dennis Davenport stated that there was one item of threatening litigation and the review of the Executive Session minutes for June 22, 2017.

COMMISSIONERS' REPORTS:

Commissioner Oddo:

Commissioner Oddo thanked everyone for attending. He stated that the Board was doing the best to make the wisest decisions.

Vice Chairman Ognio

Vice Chairman Ognio stated that he would like to thank Georgia Department of Transportation for addressing some concerns regarding intersections on Highway 85 at the south side of the city. He stated that they sent a letter stating that some improvements would be made in that area.

Commissioner Rousseau

Commissioner Rousseau stated that he noticed that the Fire department was not happy with a vendor and that the vendor evaluation form helps the County if anyone was to challenge the County's decision. He stated that it was documented evidence of why the County might not accept the lowest bid at times.

He continued that he stood by his comments that it was important for citizens to be engaged in the process. He stated that the Board views things differently based on the priorities and information before the Board. He stated that his comments earlier in the meeting were not designed to dismiss Commissioner Brown's efforts. He stated that staff will take the "blunt" of the decision of the Board, but he encouraged Mr. Rapson to continue to encourage staff.

In accordance with the Americans With Disabilities Act, accommodations are available for those who are hearing impaired and/or in need of a wheelchair. The Board of Commissioners Agenda and supporting material for each item is available on-line through the County's website at www.fayettecountyga.gov. This meeting will be telecast on Comcast Cable Channel 23 and on the internet at www.livestream.com.

Chairman Maxwell

Chairman Maxwell thanked Mr. Rapson and Mr. Collins for dealing with the issue and meeting with people. He stated that he did not take Commissioner Rousseau's comments the way that he think that Commissioner Brown did. He agreed that the Board had just gone through the budget process without a comment about the animal shelter and that the Board needed the citizens to bring forward issues. He stated that he appreciated Mr. Rapson responding to all the emails that were received.

EXECUTIVE SESSION:

One Item of Threatening Litigation and Review of the June 22, 2017 Executive Session Minutes: Commissioner Rousseau moved to go into Executive Session. Vice Chairman Ognio seconded. The motion passed 4-0-1. Commissioner Brown was absent.

The Board recessed into Executive Session at 11:47 p.m. and returned to Official Session at 12:04 a.m.

Return to Official Session and Approval to Sign the Executive Session Affidavit: Vice Chairman Ognio moved to return to Official Session and for the Chairman to sign the Executive Session Affidavit. Commissioner Oddo seconded the motion. The motion passed 4-0-1. Commissioner Brown was absent. A copy of the request, identified as "Attachment 20", follows these minutes and is made a part thereof.

Approval of the June 22, 2017 Executive Session Minutes: Vice Chairman Ognio moved to approve the June 22, 2017 Executive Session Minutes. Commissioner Rousseau seconded. The motion passed 4-0-1. Commissioner Brown was absent.

ADJOURNMENT:

Vice Chairman Ognio moved to adjourn the July 13, 2017 Board of Commissioners meeting. Commissioner Rousseau seconded. The motion passed 4-0-1. Commissioner Brown was absent.

The July 13, 2017 Board of Commissioners meeting adjourned at 12:05 a.m.

Tameca P. White, County Clerk

Eric K. Maxwell, Chairman

The foregoing minutes were duly approved at an official meeting of the Board of Commissioners of Fayette County, Georgia, held on the 13th day of July 2017. Referenced attachments are available upon request at the County Clerk's Office.

Tameca P. White, County Clerk

BOARD OF COUNTY COMMISSIONERS

Eric K. Maxwell, Chairman
Randy Ognio, Vice Chairman
Steve Brown
Charles W. Oddo
Charles D. Rousseau

FAYETTE COUNTY, GEORGIA

Steve Rapson, County Administrator
Dennis A. Davenport, County Attorney
Tameca P. White, County Clerk
Marlena Edwards, Deputy County Clerk



140 Stonewall Avenue West
Public Meeting Room
Fayetteville, GA 30214

MINUTES

July 13, 2017

6:30 p.m.

Welcome to the meeting of your Fayette County Board of Commissioners. Your participation in County government is appreciated. All regularly scheduled Board meetings are open to the public and are held on the 2nd and 4th Thursday of each month at 6:30 p.m.

Call to Order

Chairman Eric Maxwell called the July 13, 2017 Board of Commissioners meeting to order at 6:35 p.m. A quorum of the Board was present.

Invocation and Pledge of Allegiance by Commissioner Charles Oddo

Commissioner Charles Oddo offered the Invocation and led the audience in the Pledge of Allegiance.

Acceptance of Agenda

Commissioner Steve Brown moved to accept the agenda as written. Vice Chairman Randy Ognio seconded. The motion passed 5-0.

PROCLAMATION/RECOGNITION: None.

PUBLIC HEARING: None.

CONSENT AGENDA:

Vice Chairman Ognio moved to approve the Consent Agenda with the exception of Items # 2 and #7. Commissioner Steve Brown seconded. The motion passed 5-0.

1. **Approval of Resolution 2017-11 for implementation of Project FA-01 to the Atlanta Regional Commission documenting Fayette County's funding commitment for the 2017 Project Solicitation application for the alignment of State Route 279 and Corinth Road.** A copy of the request, identified as "Attachment 1", follows these minutes and is made an official part thereof.
2. **Approval of Resolution 2017-12 for implementation of Project FA-02 to the Atlanta Regional Commission documenting Fayette County's funding commitment for the 2017 Project Solicitation application for multiple resurfacing projects within Fayette County.**

Commissioner Rousseau stated that he wanted to raise a point of clarity for the residents. He stated that he wanted the County Administrator or staff to explain what that \$2.5 million of the \$9 million project entails because it looks like the majority of the fund was going to the city and not unincorporated Fayette County. He wanted the citizens to understand why.

Public Works Director Phil Mallon stated that the agenda item was for a Resolution in support of a resurfacing project for county and city roads. He stated that sometimes there was a better chance of receiving favorable consideration for the projects when it was a larger project application, so he reached out to the cities to see if they were interested. He stated that each road would be evaluated individually. He stated that some or all of the roads might get approved or none of the roads might be approved. He stated the same was true for the city.

Commissioner Brown moved to approve Resolution 2017-12 for implementation of Project FA-02 to the Atlanta Regional Commission documenting Fayette County's funding commitment for the 2017 Project Solicitation application for multiple resurfacing projects within Fayette County. Commissioner Rousseau seconded. The motion passed 5-0. A copy of the request, identified as "Attachment 2", follows these minutes and is made an official part thereof.

3. **Approval of Resolution 2017-13 for implementation of Project FA-03 to the Atlanta Regional Commission documenting Fayette County's funding commitment for the 2017 Project Solicitation application to fund detailed planning studies along Sandy Creek, Tyrone, Palmetto and Banks Road.** A copy of the request, identified as "Attachment 3", follows these minutes and is made an official part thereof.
4. **Approval of staff's recommendation to award annual bid #1314-A to Hanson Aggregates and Martin Marietta as primary vendors for gravel services for fiscal year 2018 with a not-to-exceed amount of \$51,262.50 and \$129,800 respectively, for a total not-to-exceed amount of \$181,062.50.** A copy of the request, identified as "Attachment 4", follows these minutes and is made an official part thereof.
5. **Approval of Water System's request to award Bid #1318-B Water Distribution Parts to five companies that were low bidders on items used for distribution and repair; Consolidated Pipe & Supply Co., Ferguson Enterprises, Fortiline Waterworks, Delta Municipal Supply and HD Supply Waterworks LTD, in an amount not-to-exceed \$216,568.27.** A copy of the request, identified as "Attachment 5", follows these minutes and is made an official part thereof.
6. **Approval of staff's recommendation to award Chemical Bid for twelve (12) months, to Brenntag Mid-South, Inc., American Development Corporation, Chemrite and Polydyne for chemicals used by the Fayette County Water System for water treatment, and authorization for the Chairman to sign any related documents.** A copy of the request, identified as "Attachment 6", follows these minutes and is made an official part thereof.
7. **Approval of staff's recommendation to contract with the Gordian Group (Centennial Contractors Enterprise, Inc.) to renovate the Animal Shelter building in the amount of \$119,598.67 per the approved CIP project #6565F.**

Commissioner Brown stated that he wanted staff to give an overview of this agenda item. He further explained that this agenda item was not an expansion, but an upgrade to the shelter.

Animal Shelter Director Jerry Collins briefed the Board that this project was started prior to him being hired at the shelter. He stated that some of the renovations included fixing rusted doors, installing new siding on the building and to add runs in the back for more air time to the animals.

Building and Grounds Director Carlos Christian stated that staff meet with Mr. Collins and determined what improvements needed to be made to bring the facility up-to-par. He stated that a contractor was brought in to determine what improvements were needed.

Commissioner Brown stated that he wanted everyone to know that it was not a shelter expansion. He continued that the Peachtree City sewer runs through the shelter property. He stated that he would like to include having the Walgreens Rite Aid next door placed on sewer so that the County could have the drain fields and use the parcels. County Administrator Steve Rapson stated that Mr. Christian was evaluating that. He stated that this approval would be for the base contract and as a reminder, \$126,000 was funded last year and an additional \$50,000 was funded for this year to resolve some of the sewer related issues. He stated that this project was about a four month project.

Chairman Maxwell opened the floor for public comments.

Sharon Waples asked questions about repair to the current runs, the new runs and a smell that she noticed outside at the shelter. The questions were addressed by staff.

Julie Schwab asked questions about the County raising money for the Humane Society through a GoFundMe page. Chairman Maxwell explained that the Humane Society was not a function of the Board of Commissioners.

Samantha Beadle shared that there was a non-profit organization available for people to donate and to benefit the animal shelter.

Cynthia O'Connor requested the break down to refurbish the shelter. Mr. Christian provided a breakdown of the project.

Dana Lezaj asked the Board if they had ever received a request to expand the facility and what, besides the sewer issue, prevents an expansion. She also asked when the facility was built. There was not a consensus on the exact time it was built. She asked if an expansion could ever be consider as part of the Special Purpose Local Option Sales Tax (SPLOST). Chairman Maxwell explained how the Capital Improvement Program (CIP) worked. She asked what the public could do to formally request the Board to consider expansion. Chairman Maxwell stated that the Board received the emails and phone calls and that there was no other process required.

Vice Chairman Ognio stated that he would like to see the shelter improvements also include electronic displays and he hoped that the staff would consider that. He stated that he was concerned about the process used and that he would like to see more of these type projects bided out instead of using state contracts. Mr. Rapson stated that staff used Gordian Group to expedite the project as directed by the Board. He stated that staff could go through the procurement process instead of the state contract process, if that was the direction of the Board.

Commissioner Rousseau stated that he had the same concern prior to speaking to staff. He stated that he would like to see Purchasing educate potential vendors about the state contract process. Mr. Rapson stated that Gordian Group would be the project manager. He stated that they use the competitive process through the state and also through local vendors, which was the preference.

Commissioner Brown stated that going back to the second mayor of Peachtree City, Ralph Jones, the overriding problem in the city was stray dogs. He stated that the mayor then worked to get the animal shelter. He stated that he worked on the "bee ordinance", the "chicken ordinance" and "dog ordinance" and so he had worked around the gamut on all the animal issues. He encouraged all the different animal groups/advocates to work together to have a consolidated platform to bring to the Board. He stated that the old adage, "the squeaky wheel does get the grease" was true, especially in government and that needed to happen. He stressed that the citizens own the shelter and that their input

was important. He stated that the county was far from a no-kill shelter. He stated that the county had the human capital and intelligence in the community to make things happen, it just needed to be organized. He encouraged those in the audience to contact the Humane Society and become a part of the group that wanted to create positive change.

Commissioner Oddo moved to contract with the Gordian Group (Centennial Contractors Enterprise, Inc.) to renovate the Animal Shelter building in the amount of \$119,598.67 per the approved CIP project #6565F. Commissioner Brown seconded. The motion passed 5-0. A copy of the request, identified as "Attachment 7", follows these minutes and is made an official part thereof.

8. Approval of the June 22, 2017 Board of Commissioners Meeting Minutes.

OLD BUSINESS:

NEW BUSINESS:

9. Staff update on the proposed GDOT roundabout projects on SR 92 at Antioch Road and Seay Road (GDOT PI 009971 and 009972) and consideration of GDOT's request for Fayette County to enter into a Local Government Lighting Agreement and Landscaping Maintenance Agreement for the projects.

Staff requested to have this item tabled to continue working with Georgia Department of Transportation (GDOT) regarding this agreement.

Commissioner Brown moved to table the proposed GDOT roundabout projects on SR 92 at Antioch Road and Seay Road (GDOT PI 009971 and 009972) and consideration of GDOT's request for Fayette County to enter into a Local Government Lighting Agreement and Landscaping Maintenance Agreement for the projects to the July 27, 2017 Board of Commissioners meeting. Commissioner Oddo seconded. The motion passed 5-0. A copy of the request, identified as "Attachment 8", follows these minutes and is made a part thereof.

10. Consideration of staff's recommendation to adopt Fayette County Policy 280.01; Animal Shelter Management/Euthanasia.

Chairman Maxwell stated that the Board was present to listen to any comments regarding this item. He asked several questions of the audience to get some information.

- a. How many were present for item #10?
- b. Who in the room was against any euthanasia?
- c. Was anyone in favor of the current euthanasia policy that allows for euthanasia after seven (7) days?
- d. Was anyone against the 30-day policy?
- e. Did anyone disagree that euthanasia was an accepted practice when dealing animal control issues in various shelters?
- f. Who would support a complete 100% no-kill shelter?
- g. Who would support a 90% no-kill shelter?
- h. Was there anyone in the audience who was not a Fayette County resident?

Mr. Rapson presented a PowerPoint to the Board. He stated that the county operates animal control which means it controls the animal population as opposed to the Humane Society which had a different role. He stated that the shelter

was working to move closer to a no-kill role and in order to make that happen it would have to be based on the facility, staff and cage space. He stated that this policy was drafted with several animal advocates and he communicated that he understood that they may not agree with everything in the policy, but that some guidelines had to be put in place so that Mr. Collins could run the facility. He provided information and background on how this policy was drafted. He stated that the policy includes 25 days that an animal could be adopted which was changed from the six days that was originally in place. During the presentation Mr. Rapson stressed that the policy does not euthanize an animal on the 31st day unless there are more than 20 animals at the shelter. He stated that the policy would only go into effect if there are more than 20 animals in the shelter that have been there beyond 30 days. He continued that the shelter was currently nine dogs over capacity, seven of which are pit bull mixed. He stated that in 2016 the shelter was at 87% which was close to the 90% used to define a no-kill shelter. He explained that in 2017 the shelter was at 93%.

Mr. Collins stated that the shelter currently had 30 dogs and that some were being kept in cages and crates. He stated that he was asking for 75% in order to segregate the animals when needed.

The following spoke regarding this item:

Stephanie Cohan, Leah Thomson, Marcia Hendershot, Nancy Aikins, Jeanie Mahoney, Cindi O'Connor, Terry Martin, Kim Ward, Mary Beth Davis, Victoria O'Hearn, Chris Waples, Shannon O'Connor-Larson, Ann Wittenberg, Sandy Shubert, Sarah Bloomfield, Cathy Bonner, Julie Schwab, Joy Brim, Abriel Rose, Anastasia Derzhay, Philip Doolittle, Laura Line and Sharon Waples.

The Humane Society provided a written statement to the Board. A copy of the request, identified as "Attachment 9", follows these minutes and is made a part thereof.

The comments and questions included: support for a no-kill shelter, the speaker's personal adopting experiences, the work of animal shelter volunteers, how animal advocacy organizations and groups can work together, the use of grants for spay and neutering of animals, the need for an advisory board, more resources to the animal shelter, request data for cats, emphasis that euthanasia was not an acceptable form of managing capacity, who makes the evaluations of dogs, questions about the euthanasia process used, extending the time of notification before euthanasia to ten days, training for staff, request to place a 90 day moratorium on euthanasia except for illness and dangerous and aggression animals, the purchase of crates for the shelter because of the expected increase during this time of year, advocacy committee with four members; Commissioner, shelter worker, volunteer and a member of the Humane Society, a strategic plan for the facility, a need of education of pet owners, a need for dog training programs, registering dogs for a business, encouragement of the reading to the dog program, if the County already has the discretion to keep dogs beyond the current six days, then why the need for a 30 day statutory limitation, suggestion to reach out to Carroll county to inquire about their resources, the use of inmates to walk dogs and play with the dogs, programs where inmates train service dogs that can be provided to veterans with PTSD and more rescue relief needed.

Chairman Maxwell asked Mr. Rapson and Mr. Collins to address the questions that were raised during public comments. Mr. Rapson shared that the new Adoption Coordinator at the animal shelter had been tasked with the fostering network initiative. He stated that staff had no problem notifying the various agencies to help with adoptions on day six when the animal was adoptable and then notifying them again ten days prior to the end of the thirty days. Mr. Rapson said, "That's two notifications that's setting it up in the email. That's one of the things I've tasked Jerry with doing is find a system that is not as archaic. Right now he is trying to keep up primarily with a lot of this on dry eraser board and those type of things." He stated that the advisory board was a Board decision. He stated that he would gather the cat data for those who requested it. He stated that a veterinarian does the medical evaluations on the animals and it was not done by staff

and the euthanasia was done by two certified individuals who do that. He stated that a strategic plan for the facility would be a Board initiative. He stated that he could not stress pit bull education enough. He stated that animal control budget was 20% higher than past years and there was not a lot of fluff in the budget. He stated that staff had been good about getting grants and donations and that he was open to any information available on grants. The dog training program was done through the Recreation department and when the instructors leave there becomes a need for trainers. Mr. Rapson said, "one of the initiatives that we've talked about is and we got to get the attorney involved doing some liability waivers so that our volunteers can take them home at night." He also stated that anyone who wants "to come and see a dog in our facility and we've got 29 animals we will give you access to see all 29 of those animals." In reply to a citizen statement, he said what the policy is trying to do is establish "a firm line in the sand," but the staff is also going to be "exercising some judgment." He stated that he had not received the information regarding a spay and neuter program and he would be open to receiving information. Mr. Rapson said, "pit bulls have this stigma, and I think education is critical to changing that because if we could change that stigma and the pit bulls would get adopted out of the facility we wouldn't be sitting here having this discussion about capacity or any other issue we would be way below the numbers we are talking about."

Shelter Director Jerry Collins said, " if you live in Fayette County and you adopt you have 30 days to have it spayed, get the annual rabies shot and if you don't you get a citation or if you live outside of Fayette county and you adopt an animal from our shelter it will not leave that shelter until it is spayed or neutered." He continued, "I wish it was something more than that but, when you come and see an animal that you want to adopt and your kids are there with the animal it's kind of tough to tell them they have to come back on Thursday, so I think one of the things that could resolve a lot of that is if they all were spayed and neutered under a program. So I'm perfectly fine with doing that, at that point it just becomes a funding issue whether that would be a grant or a donation from a vet any of those scenarios work for us."

Commissioner Oddo asked the Board to change the notice from the five (5) day notice to a ten (10) day notice prior to the thirty day. At the request of Vice Chairman Ognio the words "whenever possible" of paragraph eight would also be removed.

Vice Chairman Ognio thanked all the volunteers and commended Mr. Collins, saying "Jerry does an incredible job at the animal shelter I don't know why he thinks he can handle it at 75%, if it was me I'd shoot for 50%, so I'd have more flexibility but that's his choice." for the job he does at the animal shelter. He stated that he had read the proposed ordinance that was in the works and that he was not in favor of moving forward with an ordinance and that the county should give the policy a chance to take effect.

Vice Chairman Ognio moved to adopt Fayette County Policy 280.01; Animal Shelter Management/Euthanasia with a modification to remove the words "whenever possible", to change the adoption notice to day six (6) and a ten (10) day notice prior to the end of the thirty day and to stop the progression of the ordinance. Commissioner Oddo seconded.

Commissioner Brown stated that he was working with someone regarding the inmate training of the dogs. He stated that he was looking for competent trainers to train the inmates. He stated that the budget reflects positive movement at the animal shelter. He continued that shelter expansion was important, but that it was just as important to ensure that the foundational documents, ordinance and/or policies, were in place. He stated that he was shocked at the vote to stop the ordinance changes because the Humane Society and the animal advocacy people agreed on 90% of the changes. The policy was a bandage and that the problem was not a complex problem. He stated that there needed to be an animal shelter advisory board. The only way to get the public buy in was to get the public's input. He stated that the county does that with the Library Board, the recreation programs and the Board of Health. He said, "it's quite clear we need it and the

only way to get the public to buy in is when you include the public in the process and that is the best way. We do that with the library, with the library board, we do it with the recreation commission, with all of the recreation programs, we do that on a number of things. It would help everybody if we include citizens to gain an advisory capacity. It's not an evil thing, its worked great for us in the past and I think it's something we should do at this program especially, especially when you need to get good animals into the public. You need to get more public awareness."He stated that it made sense to bring the public in and allow them to be part of the process. He expressed that 75% was too low and he would not vote for that. He would support 85% and for staff to try to make it work. He stated that if this vote passed, then all the ordinance changes that he had worked with the groups on, would be trashed. He acknowledged that he is 100% behind the Human Society's position paper. He said the "ordinances were drafted by an attorney that was paid for in total by the animal advocacy groups. We did not pay for it. They got their own attorney so that we wouldn't have to spend our own money and they put all that together. We worked it and reworked it and its been through the county attorney on a couple of occasions and I am just really, really downhearted that it's going to be killed if this motion passes." Commissioner Brown concluded, "I can't take stuff like this anymore where you work on something and you work on it and you try to do it for all the right reasons and then they don't even let you get on an agenda. That just breaks my heart."

Commissioner Rousseau also thanked the volunteers. He stated that he would like for the Board to consider the following language: "The Fayette County Animal Shelter is committed to a well-managed facility that considers the preservation of life..." He addressed the audience stating that no one cared. He stated that it was important for the public to participate in the budget process. He stated that the opportunity was missed to advocate for dollars and resources for this cause. He stated that was an admonishment because the Board does everything in its power to educate the community and put out the notices. He stated that the Board had adopted the budget and could have used the input at that time. He stated that discussion regarding adopting an animal after 30, 90 or 180 days, means that the discretion of the staff works. He stated that they do not put every animal down. He stated that he was in support of the policy change and giving staff additional guidelines on how to operate.

Commissioner Brown stated that he took exception to Commissioner Rousseau's comments that "no one cared". He stated that he had been working with a group of leaders in the advocacy since late January. Commissioner Brown stated that a vote to stop the ordinance was going to kill those changes. He stated that the advisory board included in the proposed ordinance was free and it would do a lot of good, but the Board was going to negate it from being on an agenda. He stated that he believed in listening to constituents and the Board should vote the issue up or down in a public meeting. He stated that if staff had discretion then why implement a policy.

Commissioner Rousseau asked staff if there was a request made at any time for additional funds for the animal shelter. Mr. Rapson stated that there was an additional \$50,000 for the renovation. Commissioner Rousseau stated that was for regular CIP. He asked was there a request made to expand the facility. Mr. Rapson stated no. He stated that his comment regarding staff using discretion, was that when the shelter was not at capacity staff would use discretion to ensure that the well-being of the animal was being addressed. He continued that this was the danger of piecemealing and not looking at a matter in a comprehensive manner. He stated that if the Board and staff knows that something was lingering in the background, that in the future he would suggest that it would be put together as a package on one agenda so that the Board can review the issue in a comprehensive fashion.

Commissioner Brown stated that the proposed ordinance changes was a comprehensive review of the code of Fayette County. He continued that the only reason this item was on the agenda was because he complained that policy was being changed without coming before the Board. He stated that he would encourage the Board to speak with staff in regards to it not being a comprehensive review. Commissioner Rousseau stated that if it was comprehensive it would not be before the Board at this time.

Vice Chairman Ognio amended the motion to include language, "The Fayette County Animal Shelter is committed to a well-managed facility that considers the preservation of life..." Commissioner Oddo amended the second.

Chairman Maxwell stated that he viewed this as the beginning of the road and not the end of the road. He stated that he hoped that the agencies would get together with Mr. Collins and address this problem. He stated that using an inmate would require funds. He encouraged staff to continue to look at grants.

Commissioner Oddo stated that he did not deny that this was an extremely passionate topic. He stated that in his opinion this policy was better than the one in place. He stated that discretion was vital. He stated that the Board could not govern by the letter of the law which was proven daily. He stated that the county needed a good policy, a good law and people who knew how to manage it. He stated that he did not want anyone to think that the Board was being heartless. He stated that he noticed that some of the groups did not realize that the other groups existed and it would be good to have the groups get together and look at the situation and bring suggestions to the county.

Commissioner Brown stated that he was astounded at the comments made. That he had been working with all the groups since January.

Vice Chairman Ognio amended the motion to adopt Fayette County Policy 280.01; Animal Shelter Management/Euthanasia with a modification to remove the words "whenever possible", to change the adoption notice to day six (6) and a ten (10) day notice prior to the end of the thirty day, to stop the progression of the ordinance and to include language, "The Fayette County Animal Shelter is committed to a well-managed facility that considers the preservation of life...". Commissioner Oddo amended the second. The motion passed 4-1 with Commissioner Brown in opposition. A copy of the request, identified as "Attachment 10", follows these minutes and is made a part thereof.

The Board recessed at 10:16 p.m.

The Board returned at 10:29 p.m.

Commissioner Brown did not return to the meeting.

11. Consideration of County Attorney's recommendation to adopt Ordinance 2017-12 to amend Policy 100.19; Board Appointments.

Mr. Rapson briefed the Board regarding this item. He stated that the redline edits included the ninety days in advance for the advertising, the addition for the department head to be a part of the selection process, any vacancy or resignation that occur may be filled by the Selection Committee, the agenda item would include all the incumbents and relevant documents and appointing positions with less than half the term would remain. He stated that Commissioner Brown had shared with him that he would like to see that changed from half the term, to less than one year.

Commissioner Oddo moved to adopt Ordinance 2017-12 to amend Policy 100.19; Board Appointments with a change to include "less than one year". Commissioner Rousseau seconded.

Commissioner Rousseau stated that the policy says, "...the Selection Committee to receive the applications". He stated that should indicate that the Clerk receives the applications. He asked for an amendment to remove the words "to receive".

Commissioner Oddo amended the motion and Commissioner Rousseau amended the second.

Vice Chairman Ognio stated that it states that the "Commissioner shall have discretion to appoint head of said department as additional member of the Selection Committee". He stated that he would like for the policy to say, "...additional non-voting member" of the Selection Committee. Commissioner Rousseau recommended adding "his or her designee". The Board agreed. Mr. Davenport read the statement as amended: "The Board of Commissioners shall have the discretion to appoint the head of said department or his or her designee as an additional non-voting member of the Selection Committee."

Commissioner Oddo amended the motion to adopt Ordinance 2017-12 to amend Policy 100.19; Board Appointments with a change to include "less than one year", "the Clerk to receive the applications", "The Board of Commissioners shall have the discretion to appoint the head of said department or his or her designee as an additional non-voting member of the Selection Committee", Commissioner Rousseau amended the second. The motion passed 4-0-1. Commissioner Brown was absent. A copy of the request, identified as "Attachment 11", follows these minutes and is made a part thereof.

Commissioner Rousseau addressed issues regarding employees applying. The Board agreed that employees were not eligible to serve on the committees and employees who apply should be made aware at that time.

12. **Consideration of a recommendation of the Selection Committee comprised of Chairman Eric Maxwell and Commissioner Charles Rousseau to appoint Walter Ponder to the Board of Assessors for an unexpired term beginning immediately and expiring December 31, 2017.**

Commissioner Rousseau moved to approve to appoint Walter Ponder to the Board of Assessors for an unexpired term beginning immediately and expiring December 31, 2017. Chairman Maxwell seconded.

Due to the previous approved Policy 100.19;

Commissioner Rousseau amended the motion to appoint Walter Ponder to the Board of Assessors for an unexpired term beginning immediately and expiring December 31, 2023. Chairman Maxwell amended the second. The motion passed 4-0-1. Commissioner Brown was absent. A copy of the request, identified as "Attachment 12", follows these minutes and is made a part thereof.

13. **Consideration of a recommendation from the Selection Committee, comprised of Chairman Eric Maxwell and Commissioner Steve Brown, to re-appoint Martin Sas to the Fayette County Transportation Committee to serve a term beginning April 1, 2017 and expiring March 31, 2020.**

Chairman Maxwell moved to re-appoint Martin Sas to the Fayette County Transportation Committee to serve a term beginning April 1, 2017 and expiring March 31, 2020. Vice Chairman Ognio seconded. The motion passed 4-0-1. Commissioner Brown was absent. A copy of the request, identified as "Attachment 13", follows these minutes and is made a part thereof.

14. **Update regarding the procedural posture of the disabled veterans' homestead exemption under House Bill 196 as of July 1, 2017.**

Mr. Davenport briefed the Board regarding this item. He stated that there were multiple times that the Board received a tax refund request from a disabled veteran, but the problem would be that the letter from the VA would have an effective date that was one, two or three years in the past. He stated that the problem was that exemptions are not retroactive unless the statute allows it and there was nothing in the state statute to allow the Board to approve a retroactive request so any request that the Board received that was retroactive was denied. He continued that as part of the legislative package, this Board had a component included to change the disabled veterans' homestead exemption. The General Assembly did make the change and the disabled veterans' homestead exemption will now be handled by a summary decision between the Tax Assessor and the Board and can now be applied retroactively.

Commissioner Oddo stated that Fayette County, the Board, and the County Attorney was responsible for changing this throughout the state.

15. Reconsideration of the approval of disposition of tax refunds for disabled veterans' Peter Davis, Jamie Kagels and Ora Williamson in the aggregated total of \$10,918.42 in respond to the recently adopted Disabled Veterans' Homestead Exemptions House Bill 196, initiated by the Board of Commissioners.

Mr. Davenport stated that based on the law as applied July 1 and the circumstances provided in the backup memo, he recommends that the Board approve the request totaling \$10,918.42.

Mrs. Ora Williamson was present.

Commissioner Oddo moved to approve the disposition of tax refunds for disabled veterans' Peter Davis, Jamie Kagels and Ora Williamson in the aggregated total of \$10,918.42 in respond to the recently adopted Disabled Veterans' Homestead Exemptions House Bill 196, initiated by the Board of Commissioners. Commissioner Rousseau seconded. The motion passed 4-0-1. Commissioner Brown was absent. A copy of the request, identified as "Attachment 14", follows these minutes and is made a part thereof.

16. Recommendation of the County Attorney to deny the disposition of tax refunds for disabled veterans, Ivonne Morrison and Ritesh Ghimire in respond to the recently adopted Disabled Veterans' Homestead Exemptions House Bill 196, initiated by the Board of Commissioners.

Mr. Davenport briefed the Board that in the backup memo there were two other individuals who applied for the disabled veterans' homestead exemption. He stated that the first three was a request to reverse the decision to apply the retroactive application of the law. He stated that the request from Ivonne Morrison and Ritesh Ghimire were brought to the Board so that no one would be overlooked. He stated that their request was for reasons other than retroactive application of the law. The circumstances of the original denials have not changed and he recommended denial of the requests.

Commissioner Oddo moved to deny the disposition of tax refunds for disabled veterans, Ivonne Morrison and Ritesh Ghimire in respond to the recently adopted Disabled Veterans' Homestead Exemptions House Bill 196, initiated by the Board of Commissioners. Vice Chairman Ognio seconded. The motion passed 4-0-1. Commissioner Brown was absent. A copy of the request, identified as "Attachment 15", follows these minutes and is made a part thereof.

17. Consideration of the County Attorney's recommendation to approve the disposition of tax refunds, as requested by Jamie and Lisa Inagawa for tax years 2015 and 2016 in the amount of \$167.40.

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Commissioner Oddo moved to approve the disposition of tax refunds, as requested by Jamie and Lisa Inagawa for tax years 2015 and 2016 in the amount of \$167.40. Commissioner Rousseau seconded. The motion passed 4-0-1. Commissioner Brown was absent. A copy of the request, identified as "Attachment 16", follows these minutes and is made a part thereof.

18. Consideration of the County Attorney's recommendation to approve the disposition of tax refunds, as requested by Roger Casale for tax years 2015 and 2016 in the amount of \$1,699.44.

Vice Chairman Ognio moved to approve the disposition of tax refunds, as requested by Roger Casale for tax years 2015 and 2016 in the amount of \$1,699.44. Commissioner Rousseau seconded. The motion passed 4-0-1. Commissioner Brown was absent. A copy of the request, identified as "Attachment 17", follows these minutes and is made a part thereof.

19. Consideration of the County Attorney's recommendation to deny the disposition of tax refunds, as requested by Pauline Parker for tax years 2012, 2013, 2014, 2015 and 2016.

Commissioner Oddo moved to deny the disposition of tax refunds, as requested by Pauline Parker for tax years 2012, 2013, 2014, 2015 and 2016. Vice Chairman Ognio seconded. The motion passed 4-0-1. Commissioner Brown was absent. A copy of the request, identified as "Attachment 18", follows these minutes and is made a part thereof.

20. Consideration of a request to connect to the City of Fayetteville sewer system to serve a proposed residential subdivision located on SR 92 North in Land Lot 157 of the 5th District.

Mr. Davenport briefed the Board regarding this item. He stated that his firm had some connection to the owners of the property. In 2001 his firm handled the probate of the estate of Mr. Marvin Butler and in 2009 handled the probate of the estate for Pauline Butler. He stated that the firm no longer represents the Butler family for any other issues and they do have other counsel with respect to the potential sale of property. He stated that the basis of the request had to do with a sewer easement that was entered back in 1987 between the City of Fayetteville and Marvin Butler. He stated that documents presented referenced an "Exhibit A" that should describe the property in question owned by Mr. Butler, but there was no "Exhibit A" attached to the two page easement. He continue to brief the Board. He stated that the land lot line splits the Butler property east of the land lot line and west of the land lot line. He stated that the sewer easement speaks of the legal description attached as "Exhibit A", but it also says, "...in land lot 156". In 1987, land lot 156 was Marvin Butler's property, but was not part of the subject property. He stated that land lot 157 was not covered by the sewer easement. He stated that it was his understanding that the City of Fayetteville was looking to provide sewer to the property to honor the easement which had been determined not part of the subject property. He stated that there was nothing when the project would occur, also there was no indication that the easement was ever accepted by the City of Fayetteville. He stated that the biggest concern was the lack of the legal description that leaves only the 156 land lot which was not part of the subject property.

Commissioner Oddo asked if this was contiguous to the city. Mr. Davenport stated no. Annexation was not a possibility.

Ms. Donna Black was the applicant and she stated that the request was to connect the property to sewer. She stated that this type request had been done before. She stated that they would like to produce a subdivision that was on sewer because that was what people prefer.

Chairman Maxwell asked if she could address the missing "Exhibit A". Ms. Black stated that she was not aware of it.

Vice Chairman Ognio stated that the Board should send a letter back to the City of Fayetteville saying that the information was inconsistent with the easement documentation and for that reason the Board could not vote for or against the request.

Vice Chairman Ognio moved to have the County Attorney and County Administrator to draft a letter to the City of Fayetteville stating that the information is inconsistent and that the Board needs more clarification. Commissioner Oddo seconded. The motion passed 4-0-1. Commissioner Brown was absent. A copy of the request, identified as "Attachment 19", follows these minutes and is made a part thereof.

PUBLIC COMMENT:

Contract Administrator Trina Barwicks spoke regarding concerns about the county's compensation study. She stated that she had not completed a survey for her position as referenced by the UGA representative. She was hired in 2005 and was present for the first compensation study in 2008. She continued that the duties in the job description from the 2008 study compared to the current job description duties had increased greatly. She shared that she spoke with Human Resource Director Lewis Patterson and Mr. Rapson in 2013 and in January 2016. Ms. Barwicks' grievance included concerns about a substantial change in her duties with no compensation in salary.

Commissioner Rousseau called a point of order. He stated that this was moving into a personnel issue. The Board agreed that staff should not have to come before the Board in this manner in order to address this type of concern.

Mr. Davenport stated that for personnel issue there was a process within the employee handbook to follow and this would most likely follow the grievance process.

Chairman Maxwell stated that he did not feel the Board should be making any official action at the time. He stated that Ms. Barwicks had the right to make a presentation. Ms. Barwicks stated that there was no recourse for employees when they do not agree.

Commissioner Rousseau stated that he was not trying to stop her ability to express her concern. He apologized that she had to come to the Board in this manner to address her concerns.

ADMINISTRATOR'S REPORTS:

Mr. Rapson briefed the Board on each items A-E. He informed the Board that McIntosh Band was holding an event on July 21 and Lake McIntosh will be closed at 6:00 p.m. He stated that Water System Director Lee Pope reviewed the proposed Peachtree City spillway design and he was ok with the design.

- A. Contract #P916: Auditing Personal Property Accounts for Compliance-Renewal #2
- B. Contract #940-P: Engineer of Record for Public Works: Task Order 21-Redwine Road (Starrs Mill Complex Multi-Use Trail and Tunnel Design- FY2017 SPLOST Project
- C. Contract #949-A: Dust Control Services- Renewal #2
- D. Contract #1307-A: Firefighters Uniform Annual Contract
- E. RFQ #1326-A: Patridge Point Culvert Replacement

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ATTORNEY'S REPORTS:

Notice of Executive Session: County Attorney Dennis Davenport stated that there was one item of threatening litigation and the review of the Executive Session minutes for June 22, 2017.

COMMISSIONERS' REPORTS:

Commissioner Oddo:

Commissioner Oddo thanked everyone for attending. He stated that the Board was doing the best to make the wisest decisions.

Vice Chairman Ognio

Vice Chairman Ognio stated that he would like to thank Georgia Department of Transportation for addressing some concerns regarding intersections on Highway 85 at the south side of the city. He stated that they sent a letter stating that some improvements would be made in that area.

Commissioner Rousseau

Commissioner Rousseau stated that he noticed that the Fire department was not happy with a vendor and that the vendor evaluation form helps the County if anyone was to challenge the County's decision. He stated that it was documented evidence of why the County might not accept the lowest bid at times.

He continued that he stood by his comments that it was important for citizens to be engaged in the process. He stated that the Board views things differently based on the priorities and information before the Board. He stated that his comments earlier in the meeting were not designed to dismiss Commissioner Brown's efforts. He stated that staff will take the "blunt" of the decision of the Board, but he encouraged Mr. Rapson to continue to encourage staff.

Chairman Maxwell

Chairman Maxwell thanked Mr. Rapson and Mr. Collins for dealing with the issue and meeting with people. He stated that he did not take Commissioner Rousseau's comments the way that he think that Commissioner Brown did. He agreed that the Board had just gone through the budget process without a comment about the animal shelter and that the Board needed the citizens to bring forward issues. He stated that he appreciated Mr. Rapson responding to all the emails that were received.

EXECUTIVE SESSION:

One Item of Threatening Litigation and Review of the June 22, 2017 Executive Session Minutes: Commissioner Rousseau moved to go into Executive Session. Vice Chairman Ognio seconded. The motion passed 4-0-1. Commissioner Brown was absent.

The Board recessed into Executive Session at 11:47 p.m. and returned to Official Session at 12:04 a.m.

Return to Official Session and Approval to Sign the Executive Session Affidavit: Vice Chairman Ognio moved to return to Official Session and for the Chairman to sign the Executive Session Affidavit. Commissioner Oddo seconded the motion. The motion passed 4-0-1. Commissioner Brown was absent. A copy of the request, identified as "Attachment 20", follows these minutes and is made a part thereof.

In accordance with the Americans With Disabilities Act, accommodations are available for those who are hearing impaired and/or in need of a wheelchair. The Board of Commissioners Agenda and supporting material for each item is available on-line through the County's website at www.fayettecountyga.gov. This meeting will be telecast on Comcast Cable Channel 23 and on the internet at www.livestream.com.

Approval of the June 22, 2017 Executive Session Minutes: Vice Chairman Ognio moved to approve the June 22, 2017 Executive Session Minutes. Commissioner Rousseau seconded. The motion passed 4-0-1. Commissioner Brown was absent.

ADJOURNMENT:

Vice Chairman Ognio moved to adjourn the July 13, 2017 Board of Commissioners meeting. Commissioner Rousseau seconded. The motion passed 4-0-1. Commissioner Brown was absent.

The July 13, 2017 Board of Commissioners meeting adjourned at 12:05 a.m.

Tameca P. White, County Clerk

Eric K. Maxwell, Chairman

The foregoing minutes were duly approved at an official meeting of the Board of Commissioners of Fayette County, Georgia, held on the 13th day of July 2017. Referenced attachments are available upon request at the County Clerk's Office.

Tameca P. White, County Clerk

COUNTY AGENDA REQUEST

Page 113 of 189

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Reconsideration of funding request from Fayette Factor of \$7,000 to off-set annual rent, internet, complex association fees, and utilities' costs.

Background/History/Details:

At the June 22, 2017 Budget Hearing, the Board of Commissioners requested to re-address the potential contribution to Fayette Factor of \$7,000 to assist them in off-setting their costs related to internet services, utilities, rent, and complex association fees. The attached P&L statements were provided by Fayette Factor. Staff has provided a summary of the P&L statements as reference. Also, included is the original request from Fayette Factor.

What action are you seeking from the Board of Commissioners?

Reconsideration of funding request from Fayette Factor of \$7,000 to off-set annual rent, internet, complex association fees, and utilities' costs.

If this item requires funding, please describe:

If approved, the BOC would be funding a \$7,000 contribution to Fayette Factor to come from General Fund Balance.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?*

Backup Provided with Request?

**** All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.***

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

Staff Notes:

FACTOR P&L

		FY2017	FY2016	VARIANCE inc (dec)	COMMENTS
INCOME					
	Direct Public Support	8,593	6,648	1,945	
	Government Contracts	87,931	6,600	81,331	New Program / Grant - Drug Free Fayette - effective October 2016
	Government Grants	47,000	46,000	1,000	
	Other - Membership, Sponsors	9,006	13,457	(4,451)	
TOTAL INCOME		152,530	72,705	79,825	
EXPENSES					
	Business Expense - Travel, Conference Fees, Insurance, Bank fees, Payroll Expense	16,998	1,707	15,290	Increase in travel expenses; added health insurance
	Internet, Web, Domain	1,172	1,022	150	Increase in internet cost
	Occupancy, Rent, Utilities	4,506	0	4,506	Increase in rent and associated costs
	Operational Expenses - Equipment, Marketing, Supplies, Meetings	5,517	5,741	(224)	
	Salaries and associated Payroll taxes for (2) staff members - Executive Director and Project Coordinator	102,101	59,100	43,001	Increase in pay for Executive Director; Increase in pay for Project Coordinator becoming FT employee as part of new program Drug Free Fayette.
	Contract Services & Prof. Fees - Admin. Asst., Communications Specialist, Grantwriter (1 person), Bookkeeper / Accounting (1 person), Marketing, Event Manager, Youth Coordinator, APP Community Liasion, Evaluator.	33,420	11,670	21,750	Positions Added: APP Community Liasion, Youth Coordinator, Event Manager.
TOTAL EXPENSES		163,713	79,240	84,473	
NET INCOME		(11,183)	(6,535)	(4,648)	
Equity		9,043	20,227		

FACTOR **Profit & Loss Budget vs. Actual** **July 2016 through June 2017**

	Jul '16 - Jun 17	Budget	\$ Over Budget
Ordinary Income/Expense			
Income			
Direct Public Support			
Grants	1,500.00	7,500.00	-6,000.00
Corporate Contributions	5,185.67	12,000.00	-6,814.33
Individ Contributions	1,907.00	7,500.00	-5,593.00
Total Direct Public Support	8,592.67	27,000.00	-18,407.33
Government Contracts			
DFC	83,731.26	93,750.00	-10,018.74
Agency Contract /APP	4,200.00	7,200.00	-3,000.00
Total Government Contracts	87,931.26	100,950.00	-13,018.74
Government Grants			
State Grants / fiscal agent	47,000.00	47,000.00	0.00
Total Government Grants	47,000.00	47,000.00	0.00
Membership Dues	3,321.00	4,000.00	-679.00
Program Income	2,391.25	8,600.00	-6,208.75
Fundraising	3,293.70	10,500.00	-7,206.30
Total Income	152,529.88	198,050.00	-45,520.12
Gross Profit	152,529.88	198,050.00	-45,520.12
Expense			
Insurance			
D&O	1,540.00	788.00	752.00
Event Insurance	176.00	300.00	-124.00
Health	1,686.75	2,249.00	-562.25
Total Insurance	3,402.75	3,337.00	65.75
Supplies			
General Office Supplies	1,136.47	3,330.00	-2,193.53
Postage/Printing	316.20	1,290.00	-973.80
Supplies - Other	48.88	0.00	48.88
Total Supplies	1,501.55	4,620.00	-3,118.45

FACTOR

Profit & Loss Budget vs. Actual

July 2016 through June 2017

	Jul '16 - Jun 17	Budget	\$ Over Budget
Stipends	60.00	600.00	-540.00
Meeting Expenses	1,693.79	2,900.00	-1,206.21
Marketing Materials/Advertising	1,193.29	4,817.50	-3,624.21
Facilities & Equipment Rent	938.66	1,225.00	-286.34
Equipment	129.90	581.00	-451.10
Staff Development	350.00	300.00	50.00
Internet, Web, Domain	1,171.91	900.00	271.91
Hospitality	357.22	100.00	257.22
Board Development	500.00	500.00	0.00
Occupancy, Rent, Utilities, Main	4,505.97	7,200.00	-2,694.03
Conference fees/travel	11,654.08	12,811.00	-1,156.92
Registration Fees	30.00	75.00	-45.00
Bank fees	103.54	250.00	-146.46
Association Fees	600.00	400.00	200.00
Salaries-Project Coordinator	35,607.06	35,607.00	0.06
Salaries-Executive Director	47,174.94	47,174.96	-0.02
Payroll Expenses	0.00	6,332.76	-6,332.76
Business Expenses	6,665.07		
Payroll Expenses	6,665.07		
Total Business Expenses	6,665.07	0.00	6,665.07
Contract Services&Prof Fees			
Audit Services	0.00	2,500.00	-2,500.00
Executive Director	12,653.83	11,750.00	903.83
Event Manager	0.00	1,000.00	-1,000.00
Youth Coordinator	10,499.94	10,500.00	-0.06
Evaluation Services	1,750.00	2,250.00	-500.00
APP Community Liasion	3,000.00	1,800.00	1,200.00
Communication Specialist	1,750.00	2,250.00	-500.00
Admin Assist	5,950.00	6,900.00	-950.00
Bookkeeper	2,250.00	2,250.00	0.00
Marketing	1,000.00	1,500.00	-500.00
Accounting	3,520.00	3,500.00	20.00
Grantwriter	3,700.00	8,000.00	-4,300.00
Total Contract Services&Prof Fees	46,073.77	54,200.00	-8,126.23
Reconciliation Discrepancies	0.10		
Total Expense	163,713.60	183,931.22	-20,217.62
Net Ordinary Income	-11,183.72	14,118.78	-25,302.50
Net Income	-11,183.72	14,118.78	-25,302.50

FACTOR
FY2016-Actual vs Budget Profit & Loss
 July 2015 through June 2016

Ordinary Income/Expense	Jul '15 - Jun ...	Budget	\$ Over Budget
Income			
Direct Public Support			
Foundation Grant	1,000.00	5,000.00	-4,000.00
Private grants	5,625.00	7,500.00	-1,875.00
Corporate Contributions	23.57		
Direct Public Support - Other	0.00	1,000.00	-1,000.00
Total Direct Public Support	6,648.57	13,500.00	-6,851.43
Government Contracts			
Agency Contract /APP	6,600.00	7,200.00	-600.00
Total Government Contracts	6,600.00	7,200.00	-600.00
Government Grants			
State Grants / fiscal agent	46,000.00	46,000.00	0.00
Total Government Grants	46,000.00	46,000.00	0.00
Membership Dues	772.83	2,000.00	-1,227.17
Sponsorships	2,345.00	2,000.00	345.00
Program Income	4,629.09	3,700.00	929.09
Special Events Income	5,710.00	9,700.00	-3,990.00
Total Income	72,705.49	84,100.00	-11,394.51
Gross Profit	72,705.49	84,100.00	-11,394.51
Expense			
Business Expenses			
payroll expenses/bank fees	356.61	100.00	256.61
Registration Fees	115.00	200.00	-85.00
Conference fees/travel	114.00	0.00	114.00
D&O Insurance	788.00	788.00	0.00
Memberships and Dues	99.00	400.00	-301.00
Occupancy, Rent, Utilities,Main	0.00	200.00	-200.00
Hospitality	50.00	100.00	-50.00
Benefits For Members	130.00	1,000.00	-870.00
Internet, Web, Domain	1,021.88	900.00	121.88
Staff Development	55.00	500.00	-445.00

FACTOR
FY2016-Actual vs Budget Profit & Loss
 July 2015 through June 2016

	Jul '15 - Jun ...	Budget	\$ Over Budget
Total Business Expenses	2,729.49	4,188.00	-1,458.51
Contract Services-Per Diems			
Bookkeeper	0.00	2,400.00	-2,400.00
PCA Coordinator	4,500.00	3,000.00	1,500.00
Executive Director	54,599.97	55,200.00	-600.03
Total Contract Services-Per Diems	59,099.97	60,600.00	-1,500.03
Operational Expenses			
Equipment	520.10	0.00	520.10
Event Insurance	300.00	600.00	-300.00
Facilities & Equipment Rent	480.00	700.00	-220.00
Marketing Materials/Advertising	46.97	2,000.00	-1,953.03
Meeting Expenses	2,127.70	2,862.00	-734.30
Postage/Printing	263.39	650.00	-386.61
Speaker Stipends	300.00	500.00	-200.00
Supplies	1,703.03	1,400.00	303.03
Total Operational Expenses	5,741.19	8,712.00	-2,970.81
Contract Services&Prof Fees			
Other Contractors	2,470.00	1,100.00	1,370.00
Marketing	3,500.00	5,000.00	-1,500.00
Accounting	0.00	2,000.00	-2,000.00
Grantwriter	5,700.00	2,500.00	3,200.00
Total Contract Services&Prof Fees	11,670.00	10,600.00	1,070.00
Total Expense	79,240.65	84,100.00	-4,859.35
Net Ordinary Income	-6,535.16	0.00	-6,535.16
Net Income	-6,535.16	0.00	-6,535.16



Fayette Alliance Connecting Together Our Resources
FACTOR Family Connection
101 Devant St Suite 502 Fayetteville, GA 30214
770-716-2797

BOARD OF DIRECTORS

Dawn Oparah-Chair
Amadi Leadership

May 25, 2017

Mike Stachura-
Vice Chair & Secretary
Grace Evangelical Church

Chairman Maxwell and Board,

Dorothy Herzberg-Past Chair
Clayton Career Center

Thank you for allowing us to make an appeal to have FACTOR added to the County 2017-2018 Budget. It was a grave oversight on my part for not knowing the process when given the invitation to present at your recent Budget Retreat. I realized too late that that was the time to request funding. Thank you for giving us a second chance.

Audrey Toney-Treasurer
FCBOE

FACTOR was very fortunate that the County gave us space, rent free, along with all utilities paid from late 2001 until the time we had to make the decision to move in March 2013. Unfortunately, we were no longer able to use the space as we needed due to the lack of parking from the high demand on Department of Drivers Services. However, we have been fortunate in our partnership with AVPRIDE to share an office suite and have our rent committment until one of their sources of funding was not renewed in October.

Members

Helen Trough
Department of Juvenile
Justice

We have been paying rent and a portion of the utilities since October 2016, which came to approximately \$500- \$510 monthly. (approximately \$600 a year). Due to an increase, coming with our September renewal FACTOR's portion of rent and utilities will increase to \$7000. Our budget is very limited and paying rent presents a hardship.

Phil McMullin
McMullin, Stone & Associates

Dr. Vanessa Johnson
Retired Military & Educator

Stephen Ott
Judge Peachtree City
Municipal Court

I have included our Profit and Loss Statement through April that shows our budgeted vs actual figures for FY2017.

Sheryl Taylor
United Way of Greater Atl

STAFF

Becky Smith
Executive Director

Thank you for your consideration of including FACTOR in the new year budget at \$7000.

Michael Mumper
DFC Project Coordinator

FACTOR Staff and Board

FACTOR is a 501(c)(3) non-profit, Fayette County Family Connection collaborative umbrella organization and is part of GA Family Connection Network, a statewide public/private network working to improve the quality of life for Georgia's children, families, and communities.

Mary Parrott

From: Becky Smith <bsmith719@bellsouth.net>
Sent: Friday, June 23, 2017 12:10 PM
To: Mary Parrott
Subject: RE: Fayette Factor
Attachments: FACTOR - Form Sublease Agreement.doc; Devant Lease_Landlord 12 20 2012 DOC final.doc

The sublease states 1/3 of the rent and utilities but we changed it to 1/4 after APRIDE needed two offices instead of one when they started their Youth Work Program. I do not have that stated in an amended signed agreement.

Becky Smith
 Executive Director/FACTOR Fayette Family Connection
 770-716-2797 (office)
 404-291-1602 (cell)
www.fayettefactor.org
www.facebook.com/fayettefactor

Fayette Alliance Connecting Together Our Resources, FACTOR

FACTOR is a 501(c)3 non profit. FACTOR Collaborative is an umbrella organization and is part of GA Family Connection Network, a statewide public/private network whose mission is to coordinate local services to improve the quality of life for Georgia's children, families and communities.

We envision a Georgia where all children are healthy, ready to start school and do well when they get there and where every family is stable and self-sufficient.

-----Original Message-----

From: Mary Parrott [mailto:mparrott@fayettecountyga.gov]
Sent: Friday, June 23, 2017 11:48 AM
To: Becky Smith <bsmith719@bellsouth.net>
Subject: RE: Fayette Factor

Unsigned is fine for now, thanks so much !

Mary S Parrott
 Chief Financial Officer
 Fayette County, GA
 770-305-5235
mparrott@fayettecountyga.gov

-----Original Message-----

From: Becky Smith [mailto:bsmith719@bellsouth.net]
Sent: Friday, June 23, 2017 11:42 AM
To: Mary Parrott <mparrott@fayettecountyga.gov>

Subject: RE: Fayette Factor

I have unsigned copies of agreements on my computer and I have a signed sublease agreement at the office- I am working from home today. We do not have a new contract that includes the increased rate yet as our contract period starts September 15.

I don't know how long it would take me to get a copy of the signed prime lease between AVPRIDE and Bloom but I will ask.

If unsigned copies would work I can do that right now.

Becky Smith
Executive Director/FACTOR Fayette Family Connection
770-716-2797 (office)
404-291-1602 (cell)
www.fayettefactor.org
www.facebook.com/fayettefactor

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-----Original Message-----

From: Mary Parrott [mailto:mparrott@fayettecountyga.gov]
Sent: Friday, June 23, 2017 8:28 AM
To: Becky Smith <bsmith719@bellsouth.net>
Subject: RE: Fayette Factor

Becky,
Is there a way you can send us a copy of the lease agreement(s) ?
Thanks again !

Mary S Parrott
Chief Financial Officer
Fayette County, GA
770-305-5235
mparrott@fayettecountyga.gov

-----Original Message-----

From: Becky Smith [mailto:bsmith719@bellsouth.net]
Sent: Thursday, June 22, 2017 10:23 PM
To: Mary Parrott <mparrott@fayettecountyga.gov>
Subject: RE: Fayette Factor

The utilities and rent are divided by 4 currently with FACTOR paying 1/4.

AVPRIDE pays 3/4 currently as we lost one sub-leasee. The complex fee that is new to us this year is included in our rent increase (total \$2400 annually-\$600 to us annually).

Does this answer the question? I am listening in.

Becky Smith
Executive Director/FACTOR Fayette Family Connection
770-716-2797 (office)
404-291-1602 (cell)
www.fayettefactor.org
www.facebook.com/fayettefactor

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We envision a Georgia where all children are healthy, ready to start school and do well when they get there and where every family is stable and self-sufficient.

-----Original Message-----

From: Mary Parrott [mailto:mparrott@fayettecountyga.gov]
Sent: Thursday, June 22, 2017 10:09 PM
To: bsmith719@bellsouth.net
Cc: Steve Rapson <rapson@fayettecountyga.gov>; Sheryl Weinmann <sweinmann@fayettecountyga.gov>
Subject: Fayette Factor

Hi Becky

Can you provide what the utility allocation is based on for Fayette Factor ?

What determines what you pay for rent, utilities, etc.

Mary
Sent from my iPhone=

SUBLEASE AGREEMENT

THIS SUBLEASE AGREEMENT (the "Sublease"), made as of this ____ day of January, 2013, by and between ASSOCIATION OF VILLAGE PRIDE, INC., a Georgia nonprofit corporation ("Sublandlord"), FAYETTE ALLIANCE COORDINATING TEAMWORK, OUTREACH AND RESOURCES, INC., a Georgia nonprofit corporation ("Factor"), and Advo-Kids CASA, Inc., a Georgia nonprofit corporation ("Advo-Kids"). Factor and Advo-Kids may be referred to herein individually as the "Subtenant" or collectively as the "Subtenants".

WITNESSETH:

WHEREAS, Sublandlord, as "Tenant", entered into that certain Office Lease (the "Prime Lease") with Fayette Youth Protection Home, Inc., a Georgia non-profit corporation, as "Landlord" (the "Prime Landlord"), dated of even date herewith, leasing those certain premises comprised of approximately 2,500 rentable square feet as more particularly described as follows: Suite 502 (the "Premises") of that certain building located at 101 Devant Street, Fayetteville, Georgia 30214, within Executive Office Park, a Condominium, as shown on Exhibit A attached to the Prime Lease. Said Prime Lease to which reference is made above is incorporated herein by this reference.

WHEREAS, pursuant to Section 11.02 of the Prime Lease, the Prime Landlord has consented to Sublandlord subleasing the Premises to Subtenants.

WHEREAS, Sublandlord and Subtenants desire to share equally in the occupancy and use of the Premises, and with each responsible for an equal one-third (1/3rd) share of all monetary and other "Tenant" obligations under the Prime Lease.

WHEREAS, in addition to this Sublease, Sublandlord and Subtenants have entered into a Memorandum of Understanding of even date herewith ("MOU"), a copy of which is attached hereto as Exhibit "A" and incorporated herein by this reference, for the purpose of clarifying Sublandlord's and Subtenants' understanding with respect to their shared responsibilities under the Prime Lease.

WHEREAS, Sublandlord shall sublease the Premises to Subtenants upon the terms and conditions as herein described.

NOW THEREFORE, for Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, paid by the parties hereto to one another, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the parties hereto hereby covenant and agree as follows:

1. Premises, Rent and Term. Sublandlord hereby leases to Subtenants and Subtenants hereby lease from Sublandlord the Premises for the Lease Term, as set forth in Section 1.01(f) of the Prime Lease, and as such Lease Term may be extended pursuant to Section 2.01 of the Prime Lease. Subtenants acknowledge and agree that Sublandlord shall also occupy and use the Premises for the Lease Term, as it may be extended. Subtenants shall each be responsible for an equal one-third (1/3rd) share of the Monthly Rental Installments and other

monetary obligations due under the Prime Lease. Subtenants shall pay Sublandlord their equal one-third (1/3rd) share of such costs at least one (1) day in advance of the due date under the Prime Lease. If Sublandlord and Subtenants secure an additional subtenant for the Premises (subject to the Prime Landlord's consent pursuant to Section 11.01 of the Prime Lease) Sublandlord and Subtenants shall enter into a written amendment to this Sublease to adjust the proportional share of the shared Monthly Rental Installments and other monetary obligations due under the Prime Lease. For example, if a third subtenant is approved by the Prime Landlord, Sublandlord, Subtenants and the new subtenant's proportional share of all monetary obligations due under the Prime Lease shall be adjusted from one-third (1/3) each to one-quarter (1/4) each.

2. No Assignment. Subtenants shall not assign this Sublease nor sublet the Premises in whole or in part and shall not permit Subtenants' interest in this Sublease to be vested in any third party by operation of law or otherwise.

3. Subordinate to Prime Lease. This Sublease is subject and subordinate in all instances and under all circumstances to the Prime Lease, and in a termination of the Prime Lease, this Sublease shall automatically terminate. Except as may be inconsistent with the terms hereof, all the terms, covenants and conditions contained in the Prime Lease shall be applicable to this Sublease with the same force and affect as if Sublandlord were the "Landlord" under the Prime Lease and each Subtenant were the "Tenant" thereunder; and in case of any breach hereof by Subtenant(s), Sublandlord shall have all the rights against Subtenant(s) as would be available to Prime Landlord against Sublandlord as "Tenant" under the Prime Lease. This Sublease is also subject and subordinate to the MOU; provided, however, in the event of any inconsistencies or conflict between the terms of the Prime Lease and the MOU, the terms of the Prime Lease shall control.

4. Amendment. This Sublease may not be changed or terminated in any manner other than by an agreement in writing, executed by the party against whom enforcement of the change or termination is sought.

5. Binding. The covenants and agreements herein contained shall bind and inure to the benefit of Sublandlord, Subtenants, and their respective executors, administrators, successors and assigns.

6. Severability. If any provision of this Sublease shall be held to be invalid, void or unenforceable, the remaining provisions shall remain in full force and effect.

7. Governing Law. This Sublease shall be governed in accordance with the laws of the State of Georgia.

[Signatures continue on following page]

IN WITNESS WHEREOF, the undersigned have caused this Sublease to be executed under seal and delivered, on the day and year first above-written.

Signed, sealed and delivered
as to Tenant, in the
presence of:

SUBLANDLORD:

ASSOCIATION OF VILLAGE PRIDE, INC.,
a Georgia non-profit corporation

Unofficial Witness

By: _____

Name: _____

Title: _____

Notary Public

(CORPORATE SEAL)

Signed, sealed and delivered
as to Tenant, in the
presence of:

SUBTENANT:

FAYETTE ALLIANCE COORDINATING
TEAMWORK, OUTREACH AND
RESOURCES, INC.,
a Georgia nonprofit corporation.

Unofficial Witness

By: _____

Name: _____

Title: _____

Notary Public

(CORPORATE SEAL)

Signed, sealed and delivered
as to Tenant, in the
presence of:

SUBTENANT:

ADVO-KIDS CASA, INC.,
a Georgia nonprofit corporation.

Unofficial Witness

By: _____

Name: _____

Title: _____

Notary Public

(CORPORATE SEAL)

Exhibit "A"

Memorandum of Understanding

[to be attached on the following pages]

OFFICE LEASE

THIS OFFICE LEASE (this "Lease") is executed as of this ____ day of January, 2013, by and between FAYETTE YOUTH PROTECTION HOME, INC., a Georgia non-profit corporation ("Landlord"), and ASSOCIATION OF VILLAGE PRIDE, INC., a Georgia nonprofit corporation ("Tenant").

ARTICLE 1 - LEASE OF PREMISES

Section 1.01. Basic Lease Provisions and Definitions.

(a) Leased Premises: Suite 502 of that certain building (the "Building") located at 101 Devant Street, Fayetteville, Georgia 30214, within Executive Office Park, a Condominium (the "Park"), as shown on Exhibit A attached hereto and made a part hereof.

(b) Rentable Area: approximately 2,500 rentable square feet.

Landlord's determination of Rentable Area shall be deemed correct for all purposes hereunder.

(c) Tenant's Annual Rent:

September 15, 2013 through September 14, 2016 – **\$22,200.00**

(d) Tenant's Monthly Rental Installments:

<u>Period</u>	<u>Monthly Rental Installment Amount</u>
March 15, 2013 through September 14, 2013	\$0.00
September 15, 2013 through September 14, 2016	\$1,850.00

(e) Condominium Declaration: That certain Declaration of Condominium for Executive Office Park, a Condominium recorded December 5, 2000 in Book 1564, Page 383, Fayette County, Georgia records as now or hereafter amended.

(f) Term: Three (3) years and six (6) months.

(g) Commencement Date: March 15, 2013.

(h) Security Deposit: N/A.

(i) Broker(s): None

(j) Permitted Use: General office purposes and related incidental purposes, including fundraising events, programs, and after-hours gatherings.

(k) Address for payments and notices as follows:

Landlord (before Commencement Date):

101 Devant Street, Suite 502
Fayetteville, Georgia 30214
Attn: Becky Davenport

Landlord (after Commencement Date):

150 Marquis Drive
Fayetteville, Georgia 30214
Attn: Becky Davenport

Tenant (before Commencement Date):

Association of Village PRIDE, Inc.
P. O. Box 142427
Fayetteville, Georgia 30214
Attn: Pam Reid

Tenant (after Commencement Date):

Association of Village PRIDE, Inc.
101 Devant Street, Suite 502
Fayetteville, Georgia 30214
Attn: Pam Reid

Exhibits attached hereto:

Exhibit A: Site Plan of Leased Premises
Exhibit B: Letter of Understanding
Exhibit C: Condominium Declaration

Section 1.02. Lease of Premises. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord under the terms and conditions herein the Leased Premises.

ARTICLE 2 - TERM AND POSSESSION

Section 2.01. Term. The Commencement Date shall be the date set forth above in Section 1.01(g). The Lease Term shall be as set forth in Section 1.01(f) above. At either party's request, at least six (6) months prior to the expiration of the Lease Term the parties shall meet and confer in good faith to negotiate the extension of the Lease Term ("**Extended Term**") on mutually agreeable terms to be memorialized in a written amendment to this Lease. If despite their good faith efforts Landlord and Tenant fail to agree on the terms of the Extended Term this Lease shall expire at the end of the Lease Term.

Section 2.02. (a) As Is Condition. Tenant accepts the Leased Premises and the Building "**AS IS**" without representation or warranty by Landlord of any kind and with the understanding that Landlord shall have no responsibility with respect thereto except to patch the drywall, repaint the walls within the Leased Premises as reasonably determined necessary by Landlord, and repair any damage caused by Landlord to the Leased Premises ("**Landlord's Work**"). On Friday, March 8, 2013, Landlord and Tenant shall jointly inspect the Leased Premises to determine if Landlord has reasonably completed the Landlord's Work. Any items reasonably identified by Tenant and Landlord as incomplete with

respect to Landlord's Work ("**Punch List Items**") shall be completed by Landlord at its sole cost prior to the Commencement Date. If Landlord fails to complete the Punch List Items before the Commencement Date, Tenant may (but is not obligated to) perform such Punch List Items on Landlord's behalf with the actual cost thereof deducted from Tenant's next Monthly Rental Installment payment.

(b) Letter of Understanding. Promptly following the Commencement Date, Tenant shall execute Landlord's Letter of Understanding in substantially the form attached hereto as **Exhibit B** and made a part hereof, acknowledging, among other things, that Tenant has accepted the Leased Premises. If Tenant takes possession of and occupies the Leased Premises, except for any incomplete punch list items which shall be addressed in accordance with Section 2.02(a), Tenant shall be deemed to have accepted the Leased Premises and that the condition of the Leased Premises and the Building was at the time satisfactory and in conformity with the provisions of the Lease in all respects.

Section 2.03. Surrender of the Premises. Upon the expiration or earlier termination of this Lease, Tenant shall, at its sole cost and expense, immediately (a) surrender the Leased Premises to Landlord in broom-clean condition and in good order, condition and repair, (b) remove its personal property, computer equipment, wiring and cabling (including above ceiling), and any of Tenant's alterations designated by Landlord pursuant to Section 7.03 below, and (c) promptly repair any damage caused by any such removal and restore the Leased Premises to substantially the condition existing upon the Commencement Date, ordinary wear and tear excepted. If Tenant fails to do so, Landlord may restore the Leased Premises to such condition at Tenant's expense, Landlord may cause all of said property to be removed at Tenant's expense, and Tenant hereby agrees to pay all the costs and expenses thereby reasonably incurred. All Tenant property that is not removed within ten (10) days following Landlord's written demand therefor shall be conclusively deemed to have been abandoned and Landlord shall be entitled to dispose of such property at Tenant's cost without incurring any liability to Tenant. The provisions of this section shall survive the expiration or other termination of this Lease.

Section 2.04. Holding Over. If Tenant retains possession of the Leased Premises after the expiration or earlier termination of this Lease, Tenant shall be a tenant at sufferance at One Hundred Fifty (150%) of Tenant's Annual Rent amount in effect upon the date of such expiration or earlier termination, and otherwise upon the terms, covenants and conditions herein specified, so far as applicable. Acceptance by Landlord of rent after such expiration or earlier termination shall not result in a renewal of this Lease, nor shall such acceptance create a month to month tenancy. This Section 2.04 shall in no way constitute a consent by Landlord to any holding over by Tenant upon the expiration or earlier termination of this Lease, nor limit Landlord's remedies in such event.

ARTICLE 3 - RENT

Section 3.01. Monthly Rental Installments. Subject to Section 17.01, Tenant shall pay to Landlord the Annual Rent in the Monthly Rental Installments set forth above in Section 1.01(d) in advance, without demand, and without abatement, deduction or offset (except as otherwise expressly stated herein) on the Commencement Date and on or before the first day of each and every calendar month thereafter during the Lease Term. The Monthly Rental Installments for partial calendar months shall be prorated. Tenant shall not be required to pay any Monthly Rental Installments from the Commencement Date through September 14, 2013.

Section 3.02. Late Charges. Tenant acknowledges that Landlord shall incur certain additional unanticipated administrative and legal costs and expenses if Tenant fails to pay timely any payment required hereunder. Therefore, in addition to the other remedies available to Landlord hereunder, if any

payment required to be paid by Tenant to Landlord hereunder shall become overdue outside of any applicable grace period as identified herein, such unpaid amount shall bear interest from the due date thereof to the date of payment at the prime rate (as reported in the Wall Street Journal) of interest ("Prime Rate") plus six percent (6%) per annum.

ARTICLE 4 – TAXES

Section 4.01. Taxes. Landlord shall pay all ad valorem taxes on the real property and on any rent received by Landlord.

ARTICLE 5 - OCCUPANCY AND USE

Section 5.01. Use. The Leased Premises shall be used by Tenant for the Permitted Use and for no other purposes without the prior written consent of Landlord.

Section 5.02. Covenants of Tenant Regarding Use. Tenant shall (i) use and maintain the Leased Premises and conduct its business thereon in a safe, careful, reputable and lawful manner, (ii) comply with the Condominium Declaration and all laws, rules, regulations, orders, ordinances, directions and requirements of any governmental authority or agency, now in force or which may hereafter be in force, including without limitation those which shall impose upon Landlord or Tenant any duty with respect to or triggered by a change in the use or occupation of, or any improvement or alteration to, the Leased Premises, and (iii) comply with and obey all reasonable directions of Landlord. Tenant shall not do or permit anything to be done in or about the Leased Premises which will in any way obstruct or interfere with the rights of other tenants or occupants of the Building or Park or injure or annoy them. Tenant shall not use the Leased Premises, or allow the Leased Premises to be used, for any purpose or in any manner which would invalidate any policy of insurance now or hereafter carried on the Building or increase the rate of premiums payable on any such insurance policy unless Tenant reimburses Landlord for any increase in premium charged.

Section 5.03. Landlord's Rights Regarding Use. In addition to the rights specified elsewhere in this Lease, Landlord and its authorized agents shall have the right to enter the Leased Premises at reasonable times upon at least 24-hour advance notice to Tenant, except in the event of an emergency where no notice shall be required, for the purposes of examining or inspecting the same, showing the same to prospective purchasers, mortgagees or tenants and making such repairs, alterations or improvements to the Leased Premises or the Building as Landlord may deem necessary or desirable; provided, however, that any repairs made by Landlord shall be at Tenant's expense except as provided in Section 7.02 hereof. Landlord shall incur no liability to Tenant for such entry, nor shall such entry constitute an eviction of Tenant or a termination of this Lease, or entitle Tenant to any abatement of rent therefor. Provided that Landlord has given Tenant advance notice as required above (except in the event of an emergency), if Tenant is not present to open and permit such entry into the Leased Premises at any time when such entry is necessary or permitted hereunder, Landlord and its authorized agents may enter the Leased Premises by means of a master or pass key or otherwise. Tenant may not change the locks on any interior or exterior door of the Leased Premises without first providing a key to Landlord. . Without limiting the foregoing, Landlord agrees that in exercising any of its rights under this Section 5.03, Landlord shall use commercially reasonable efforts to minimize any interference with Tenant's use of the Leased Premises for the Permitted Use.

ARTICLE 6 - UTILITIES

Tenant shall obtain in its own name and pay directly to the appropriate supplier the cost of all utilities and services serving the Leased Premises. Landlord shall not be liable in damages or otherwise for any failure or interruption of any utility or other Building service. Notwithstanding the foregoing, in the event that (a) an interruption of utility service to the Leased Premises is due to Landlord's negligent act or omission or intentional wrongful acts, (b) the restoration of such utility service is entirely within Landlord's control, and (c) such interruption renders all or a portion of the Leased Premises untenable (meaning that Tenant is unable to use, and does not use, such space in the normal course of its business for the Permitted Use) for more than three (3) consecutive days, then the Annual Rent shall abate proportionately with respect to the portion of the Leased Premises rendered untenable on a per diem basis for each day after such three (3) day period during which such portion of the Leased Premises remains untenable. Such abatement shall be Tenant's sole remedy for Landlord's failure to restore service as set forth above, and Tenant shall not be entitled to damages (consequential or otherwise) as a result thereof.

ARTICLE 7 - REPAIRS, MAINTENANCE AND ALTERATIONS

Section 7.01. Repair and Maintenance of Building. Landlord shall perform all necessary repairs, replacements and maintenance of all glass surfaces, windows, window frames and casings, and all doors, doorways, door frames, and hardware that are part of the entry system of the Leased Premises, terraces, porches or balconies, the heating and air conditioning equipment serving the Leased Premises, all pipes, lines, ducts, conduits, or other apparatus or equipment which serve the Leased Premises (including all gas, electricity, water, sewer, or air conditioning pipes, lines, ducts, conduits or other apparatus serving the Leased Premises). The cost of such repairs, replacements and maintenance shall be paid by Landlord; provided however, to the extent any such repairs, replacements or maintenance are required because of the negligence, misuse or default of Tenant, its employees, agents, contractors, customers or invitees, Landlord shall make such repairs at Tenant's sole expense. Landlord shall also make all necessary repairs to the structural portions of the Building, including the roof and exterior walls, except to the extent that they are the responsibility of the Association under the Condominium Declaration.

Section 7.02. Repair and Maintenance of Leased Premises; Association Expenses. Tenant shall keep and maintain, in good order, condition and repair, the Leased Premises. Tenant shall be solely responsible for any repair or replacement with respect to Tenant's Property (as defined in Section 8.01 below) located in the Leased Premises, the Building or the Common Areas, and any special tenant areas, facilities, finishes and equipment (including but not limited to any special fire protection equipment, telecommunication and computer equipment, kitchen/galley/coffee equipment, air-conditioning equipment serving only the Leased Premises and all other furniture, finishes and equipment of Tenant and any alterations as described in Section 7.03 below). Except for ordinary wear and tear and damage which Tenant is not obligated to repair as provided elsewhere in this Lease, and except for those repairs, replacements and maintenance obligations of Landlord as set forth above in Section 7.01, the cost of all repairs and maintenance to the Leased Premises set forth in this Section 7.02 shall be made at the instance of and borne by Tenant. In the event Tenant fails to maintain the Leased Premises as required herein or fails to commence repairs (as reasonably requested by Landlord in writing) within thirty (30) days after such request, or fails diligently to proceed thereafter to complete such repairs, Landlord shall have the right in order to preserve the Leased Premises or portion thereof, and/or the appearance thereof, to make such repairs or have a contractor make such repairs and charge Tenant for the cost thereof, together with interest at the rate of twelve percent (12%) per annum from the date of making such payments. Tenant is not responsible for any maintenance, repairs or cleaning activities with respect to the common areas of the

Building or Park. Landlord shall be solely responsible for the timely payment of all assessments levied or charged by the Association under the Condominium Declaration.

Section 7.03. Alterations. Except for any interior, non-structural alterations costing less than Two Thousand Five Hundred Dollars (\$2,500.00), which Tenant may install without Landlord's approval, Tenant shall not permit alterations in or to the Leased Premises unless and until the plans and the contractor have been approved by Landlord in writing. Landlord shall respond to Tenant's request for approval within thirty (30) days after receipt of such plans. As a condition of Landlord's approval, Landlord may require Tenant to remove the alterations and restore the Leased Premises upon termination of this Lease; otherwise, all such alterations shall at Landlord's option become a part of the realty and the property of Landlord, and shall not be removed by Tenant. Tenant shall ensure that all alterations shall be made in accordance with all applicable laws, regulations and building codes, in a good and workmanlike manner and of quality equal to or better than the original construction of the Building, and that its contractors comply with the terms and conditions of Landlord's Building Contractor Guidelines (which Landlord agrees to furnish to Tenant upon request). Upon completion of the work, Tenant shall provide lien waivers from the subcontractors or a final affidavit of lien waiver from the general contractor, and such lien waiver shall be in a form acceptable to Landlord. No person shall be entitled to any lien derived through or under Tenant for any labor or material furnished to the Leased Premises, and nothing in this Lease shall be construed to constitute a consent by Landlord to the creation of any lien. If any lien is filed against the Leased Premises for work claimed to have been done for or material claimed to have been furnished to Tenant, Tenant shall cause such lien to be discharged of record within sixty (60) days after filing. Tenant shall indemnify Landlord from all costs, losses, expenses and attorneys' fees in connection with any construction or alteration and any related lien.

ARTICLE 8 - INSURANCE

Section 8.01. Tenant's Insurance. Throughout the Lease Term, Tenant shall maintain commercial general liability insurance, covering Tenant's use of the Leased Premises against claims for bodily injury or death or property damage, which insurance shall be primary and non-contributory and shall provide coverage on an occurrence basis with a per occurrence limit of not less than One Million Dollars (\$1,000,000.00) for each policy year, which limit may be satisfied by any combination of primary and excess or umbrella per occurrence policies. Tenant shall name Landlord as additional insured.

Section 8.02. Landlord's Insurance. During the Lease Term, Landlord shall obtain and maintain insurance as required by Section 8.4 of the Condominium Declaration.

Section 8.03. Tenant's Responsibility. All of Tenant's trade fixtures, merchandise and personal property in the Leased Premises shall be and remain at Tenant's sole risk. Landlord shall not be liable to Tenant or to any other person, and Tenant hereby releases Landlord from (i) any and all liability for theft thereof or any damage thereto occasioned by any act of God or by any acts, omissions or negligence of any persons other than Landlord or its authorized agents, and (ii) any and all liability for any injury to the person or property of Tenant or other persons in or about the Leased Premises, the Building or the common areas associated therewith, except to the extent caused by the negligent act or omission or willful misconduct of Landlord or the Landlord Parties (defined below). This provision shall survive the expiration or earlier termination of this Lease.

Section 8.04. Tenant's Indemnity. Tenant shall indemnify, defend and hold harmless Landlord, its agents, employees and contractors (collectively, the "Landlord Parties") from and against any and all claims, demands, penalties, costs, liabilities, losses and expenses (including reasonable attorneys' fees

actually incurred, without regard to statutory interpretation) to the extent arising from or based upon any alleged act, omission or negligence of Tenant or Tenant's agents, employees, contractors or invitees or otherwise arising in connection with the Leased Premises or Tenant's use of the common areas associated therewith, except to the extent caused by the negligent act or omissions or willful misconduct of Landlord or the Landlord Parties. This provision shall survive the expiration or earlier termination of this Lease.

ARTICLE 9 - CASUALTY

In the event of total or partial destruction of the Leased Premises by fire or other casualty, subject to the Condominium Declaration, Landlord agrees promptly to restore and repair same. Tenant's Annual Rent shall proportionately abate during the time that the Leased Premises or part thereof are unusable because of any such damage. Notwithstanding the foregoing, if the Leased Premises are so destroyed that they cannot be repaired or rebuilt within one hundred twenty (120) days from the casualty date as reasonably determined by either Landlord or Tenant then, either Landlord or Tenant may upon thirty (30) days' written notice to the other party, terminate this Lease with respect to matters thereafter accruing. Tenant waives any right under applicable laws inconsistent with the terms of this paragraph.

ARTICLE 10 - EMINENT DOMAIN

If all or any substantial part of the Leased Premises shall be acquired by the exercise of eminent domain, Landlord may terminate this Lease by giving written notice to Tenant on or before the date possession thereof is so taken. If all or any part of the Leased Premises shall be acquired by the exercise of eminent domain so that the Leased Premises shall become impractical for Tenant to use for the Permitted Use, Tenant may terminate this Lease by giving written notice to Landlord as of the date possession thereof is so taken. All damages awarded shall belong to Landlord; provided, however, that Tenant may claim dislocation damages if such amount is not subtracted from Landlord's award.

ARTICLE 11 - ASSIGNMENT AND SUBLEASE

Section 11.01. Assignment and Sublease. Tenant shall not assign this Lease or sublet the Leased Premises in whole or in part without Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned, delayed or denied. Any change in control of Tenant resulting from a merger, consolidation, stock transfer or asset sale shall be considered an assignment or transfer that requires Landlord's consent. In the event of any permitted assignment or subletting, Tenant shall remain primarily liable hereunder, and any extension, expansion, rights of first offer, rights of first refusal or other options granted to Tenant under this Lease shall be rendered void and of no further force or effect. The acceptance of rent from any other person shall not be deemed to be a waiver of any of the provisions of this Lease or to be a consent to the assignment of this Lease or the subletting of the Leased Premises. Any assignment or sublease consented to by Landlord shall not relieve Tenant (or its assignee) from obtaining Landlord's consent to any subsequent assignment or sublease. By way of example and not limitation, Landlord shall be deemed to have reasonably withheld consent to a proposed assignment or sublease if in Landlord's opinion (i) the Leased Premises will be used by the proposed assignee or subtenant for anything other than the Permitted Use; (ii) the financial worth of the proposed assignee is insufficient to meet the obligations hereunder or, with respect to a proposed subtenant (excluding the approved subtenants set forth in Section 11.02), the financial worth of the proposed subtenant is insufficient to meet its share of the obligations hereunder, or (iii) the prospective assignee or subtenant is a bona-fide third-party prospective tenant that is then currently in negotiations to lease other real property owned by Landlord. In the event that Tenant assigns or sublets the Leased Premises or any part thereof, and at any time receives rent and/or other consideration which exceeds that which Tenant would at

that time be obligated to pay to Landlord, Tenant shall pay to Landlord, as Additional Rent, 50% of such excess rent and/or other consideration.

Section 11.02. Intended Subleases. Without limiting the foregoing, Landlord hereby acknowledges that Tenant intends to sublease portions of the Leased Premises to the following other non-profits as part of Tenant's Permitted Use: Fayette Alliance Coordinating Teamwork, Outreach and Resources, Inc., a Georgia nonprofit corporation, and Advo-Kids CASA, Inc., a Georgia nonprofit corporation. Landlord hereby consents to such subleases; provided, however, that (a) Tenant shall require in its sublease agreement that each subtenant complies with the terms of this Lease and all applicable federal, state or local laws, ordinances, orders, rules, regulations or requirements, and (b) Tenant shall provide written notice of such subleases to Landlord.

ARTICLE 12 - TRANSFERS BY LANDLORD

Landlord warrants that Landlord is the owner of fee simple title to the Leased Premises and that the rights of Tenant under this Lease are not subject and subordinate to any presently existing Mortgage (as hereinafter defined) or to any ground or underlying lease encumbering the Leased Premises or the Building, and that so long as there exists no Tenant default under the terms of this Lease beyond any applicable notice and cure period Tenant's rights under this Lease shall not be disturbed and shall remain in full force and effect for the Term. With respect to any future Mortgages encumbering either the Leased Premises or the Building, all rights of Tenant hereunder are and shall be subject and subordinate to the lien and security title of any such Mortgage (as hereinafter defined). For purposes of this Lease, "Mortgage" shall mean any or all mortgages, deeds to secure debt, deeds of trust or other instruments in the nature thereof of Landlord, and any amendments, modifications, extensions or renewals thereof. At no cost to Tenant, within ten (10) days following receipt of a written request from Landlord, Tenant shall execute and deliver to Landlord (a) any and all instruments reasonably requested by Landlord to confirm the subordination of this Lease, provided such subordination agreement provides that Tenant's rights hereunder shall not be divested or in any way affected by any foreclosure or other default proceedings thereunder so long as there exists no Tenant default under the terms of this Lease beyond any applicable notice and cure period, and (b) an estoppel certificate in such form as Landlord may reasonably request certifying (i) that this Lease is in full force and effect and unmodified or stating the nature of any modification, (ii) the date to which rent has been paid, (iii) that there are not, to Tenant's knowledge without the duty of investigation, any uncured defaults or specifying such defaults if any are claimed, and (iv) any other matters or state of facts reasonably required respecting the Lease, it being intended that any such statement delivered pursuant hereto may be relied upon by Landlord and by any purchaser or mortgagee of the Leased Premises or Building. No owner of the Leased Premises, whether or not named herein, shall have liability hereunder after it ceases to hold title to the Leased Premises provided that such transferee or assignee has expressly assumed all of the obligations and liabilities of Landlord hereunder.

ARTICLE 13 - DEFAULT AND REMEDY

Section 13.01. Default. The occurrence of any of the following shall be a "Default":

(a) Tenant fails to pay any Monthly Rental Installment within five (5) business days after the same is due.

(b) Except in those cases where a different cure period is set forth herein, Tenant fails to perform or observe any other term, condition, covenant or obligation required under this Lease for a period of thirty (30) days after notice thereof from Landlord; provided, however, that if the nature of Tenant's default is such that more than thirty (30) days are reasonably required to cure, then such default

shall be deemed to have been cured if Tenant commences such performance within said thirty (30) day period and thereafter diligently completes the required action within a reasonable time.

(c) Tenant shall vacate or abandon the Leased Premises for a period of thirty (30) consecutive days.

(d) Tenant shall assign or sublet all or a portion of the Leased Premises in contravention of the provisions of Article 11 of this Lease.

(e) All or substantially all of Tenant's assets in the Leased Premises or Tenant's interest in this Lease are attached or levied under execution (and Tenant does not discharge the same within sixty (60) days thereafter); a petition in bankruptcy, insolvency or for reorganization or arrangement is filed by or against Tenant (and Tenant fails to secure a stay or discharge thereof within sixty (60) days thereafter); Tenant is insolvent and unable to pay its debts as they become due; Tenant makes a general assignment for the benefit of creditors; Tenant takes the benefit of any insolvency action or law; the appointment of a receiver or trustee in bankruptcy for Tenant or its assets if such receivership has not been vacated or set aside within thirty (30) days thereafter; or, dissolution or other termination of Tenant's corporate charter if Tenant is a corporation.

In addition to the defaults described above, the parties agree that if Tenant receives written notice of a violation of the performance of any (but not necessarily the same) term or condition of this Lease three (3) or more times during any twelve (12) month period, regardless of whether such violations are ultimately cured, then such conduct shall, at Landlord's option, represent a separate Default.

Section 13.02. Remedies. Upon the occurrence of any Default, Landlord shall have the following rights and remedies, in addition to those stated elsewhere in this Lease and those allowed by law or in equity, any one or more of which may be exercised without further notice to Tenant:

(a) Landlord may re-enter the Leased Premises and cure any Default of Tenant, and Tenant shall reimburse Landlord for any costs and expenses that Landlord thereby incurs; and Landlord shall not be liable to Tenant for any loss or damage that Tenant may sustain by reason of Landlord's action.

(b) Landlord may terminate this Lease by giving Tenant notice of termination, in which event this Lease shall expire and terminate on the date specified in such notice of termination and all rights of Tenant under this Lease and in and to the Leased Premises shall terminate. Tenant shall remain liable for all obligations under this Lease arising up to the date of such termination, and Tenant shall surrender the Leased Premises to Landlord on the date specified in such notice.

(c) Without terminating this Lease, Landlord may terminate Tenant's right to possession of the Leased Premises, and thereafter, neither Tenant nor any person claiming under or through Tenant shall be entitled to possession of the Leased Premises. In such event, Tenant shall immediately surrender the Leased Premises to Landlord, and Landlord may re-enter the Leased Premises and dispossess Tenant and any other occupants of the Leased Premises by any lawful means and may remove their effects, without prejudice to any other remedy that Landlord may have. Upon termination of possession, Landlord may re-let all or any part thereof as the agent of Tenant for a term different from that which would otherwise have constituted the balance of the Lease Term and for rent and on terms and conditions different from those contained herein, whereupon Tenant shall be immediately obligated to pay to Landlord an amount equal to (i) the difference between the rent provided for herein and that provided for in any lease covering a subsequent re-letting of the Leased Premises, for the period which would otherwise have constituted the balance of the Lease Term had this Lease not been terminated (said period

being referred to herein as the "Remaining Term"), (ii) the actual costs of recovering possession of the Leased Premises and all other expenses, loss or damage incurred by Landlord by reason of Tenant's Default ("Default Damages"), which shall include, without limitation, expenses of preparing the Leased Premises for re-letting, demolition, repairs, tenant finish improvements, brokers' commissions and attorneys' fees, and (iii) all unpaid Annual Rent that accrued prior to the date of termination of possession, plus any interest and late fees due hereunder (the "Prior Obligations"). Neither the filing of any dispossessory proceeding nor an eviction of personalty in the Leased Premises shall be deemed to terminate the Lease.

(d) Landlord may terminate this Lease and recover from Tenant all damages Landlord may incur by reason of Tenant's default, including, without limitation, an amount which, at the date of such termination is equal to the sum of the following: (i) the value of the excess, if any, discounted at the prime rate of interest (as reported in the *Wall Street Journal*), of (A) the Minimum Annual Rent and all other sums that would have been payable hereunder by Tenant for the Remaining Term, less (B) the aggregate reasonable rental value of the Leased Premises for the Remaining Term, as determined by a real estate broker licensed in the State of Georgia who has at least ten (10) years of experience, (ii) all of Landlord's Default Damages, and (iii) all Prior Obligations. Landlord and Tenant acknowledge and agree that the payment of the amount set forth in clause (i) above shall not be deemed a penalty, but shall merely constitute payment of liquidated damages, it being understood that actual damages to Landlord are extremely difficult, if not impossible, to ascertain. It is expressly agreed and understood that all of Tenant's liabilities and obligations set forth in this subsection (d) shall survive termination.

(e) With or without terminating this Lease, declare immediately due and payable the sum of the following: (i) the present value (discounted at the prime rate of interest, as reported in the *Wall Street Journal*) of all Annual Rent due and coming due under this Lease for the entire Remaining Term (as if by the terms of this Lease they were payable in advance), (ii) all Default Damages, and (iii) all Prior Obligations, whereupon Tenant shall be obligated to pay the same to Landlord; provided, however, that such payment shall not be deemed a penalty or liquidated damages, but shall merely constitute payment in advance of all Annual Rent payable hereunder throughout the Remaining Term, and provided further, however, that upon Landlord receiving such payment, Tenant shall be entitled to receive from Landlord all rents received by Landlord from other assignees, tenants and subtenants on account of said Leased Premises during the Remaining Term (but only to the extent that the monies to which Tenant shall so become entitled do not exceed the entire amount actually paid by Tenant to Landlord pursuant to this subparagraph (e)), less all Default Damages of Landlord incurred but not yet reimbursed by Tenant.

(f) Landlord may sue for injunctive relief or to recover damages for any loss resulting from the Default.

Section 13.03. Landlord's Default and Tenant's Remedies. Landlord shall be in default if it fails to perform any term, condition, covenant or obligation required under this Lease for a period of thirty (30) days after written notice thereof from Tenant to Landlord; provided, however, that if the term, condition, covenant or obligation to be performed by Landlord is such that it cannot reasonably be performed within thirty days, such default shall be deemed to have been cured if Landlord commences such performance within said thirty-day period and thereafter diligently undertakes to complete the same. Upon the occurrence of any such default, Tenant may sue for injunctive relief or to recover damages for any loss directly resulting from the breach, but Tenant shall not be entitled to terminate this Lease or withhold, offset or abate any sums due hereunder.

Section 13.04. Limitation of Landlord's Liability. If Landlord shall fail to perform any term, condition, covenant or obligation required to be performed by it under this Lease and if Tenant shall, as a

consequence thereof, recover a money judgment against Landlord, Tenant agrees that it shall look solely to Landlord's right, title and interest in and to the Leased Premises for the collection of such judgment; and Tenant further agrees that no other assets of Landlord shall be subject to levy, execution or other process for the satisfaction of Tenant's judgment.

Section 13.05. Nonwaiver of Defaults. Neither party's failure or delay in exercising any of its rights or remedies or other provisions of this Lease shall constitute a waiver thereof or affect its right thereafter to exercise or enforce such right or remedy or other provision. No waiver of any default shall be deemed to be a waiver of any other default. Landlord's receipt of less than the full rent due shall not be construed to be other than a payment on account of rent then due, nor shall any statement on Tenant's check or any letter accompanying Tenant's check be deemed an accord and satisfaction. No act or omission by Landlord or its employees or agents during the Lease Term shall be deemed an acceptance of a surrender of the Leased Premises, and no agreement to accept such a surrender shall be valid unless in writing and signed by Landlord.

Section 13.06. Attorneys' Fees. If a Default shall occur, Tenant shall pay to Landlord, on demand, all actual expenses incurred by Landlord as a result thereof, including reasonable attorneys' fees, court costs and expenses actually incurred; provided, however, that Landlord and Tenant shall each reimburse the other for the reasonable and actual attorneys' fees incurred by such other party in connection with any litigation initiated by Landlord or Tenant, as the case may be, pursuant to this Lease which results in a final, unappealable judgment as to the merits in the other party's favor.

ARTICLE 14 – INTENTIONALLY OMITTED

ARTICLE 15 - TENANT'S RESPONSIBILITY REGARDING ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES

Section 15.01. Environmental Definitions.

(a) "Environmental Laws" - All present or future federal, state and municipal laws, ordinances, rules and regulations applicable to the environmental and ecological condition of the Leased Premises, the rules and regulations of the Federal Environmental Protection Agency or any other federal, state or municipal agency or governmental board or entity having jurisdiction over the Leased Premises.

(b) "Hazardous Substances" - Those substances included within the definitions of "hazardous substances," "hazardous materials," "toxic substances" "solid waste" or "infectious waste" under Environmental Laws.

Section 15.02. Compliance and Restrictions on Tenant. At Tenant's sole cost and expense, Tenant shall operate its business and maintain the Leased Premises in compliance with all Environmental Laws. Tenant shall not cause or permit the use, generation, release, manufacture, refining, production, processing, storage or disposal of any Hazardous Substances on, under or about the Leased Premises, or the transportation to or from the Leased Premises of any Hazardous Substances, except as necessary and appropriate for its Permitted Use in which case the use, storage or disposal of such Hazardous Substances shall be performed in compliance with the Environmental Laws and the highest standards prevailing in the industry.

Section 15.03. Notices, Affidavits, Etc. Tenant shall immediately notify Landlord of (i) any violation by Tenant, its employees, agents, representatives, customers, invitees or contractors of the Environmental Laws on, under or about the Leased Premises, or (ii) the presence or suspected presence

of any Hazardous Substances on, under or about the Leased Premises and shall immediately deliver to Landlord any notice received by Tenant relating to (i) and (ii) above from any source. Tenant shall execute affidavits, representations and the like within five (5) business days of Landlord's request therefor concerning Tenant's best knowledge and belief (without a duty to investigate) regarding the presence of any Hazardous Substances on, under or about the Leased Premises.

Section 15.04. Landlord's Rights. Landlord and its agents shall have the right, but not the duty, upon advance notice (except in the case of emergency when no notice shall be required) to inspect the Leased Premises and conduct tests thereon to determine whether or the extent to which there has been a violation of Environmental Laws by Tenant or whether there are Hazardous Substances on, under or about the Leased Premises. In exercising its rights herein, Landlord shall use reasonable efforts to minimize interference with Tenant's business but such entry shall not constitute an eviction of Tenant, in whole or in part, and Landlord shall not be liable for any interference, loss, or damage to Tenant's property or business caused thereby.

Section 15.05. Tenant's Indemnification. Tenant shall indemnify Landlord and Landlord's managing agent from any and all claims, losses, liabilities, costs, expenses and damages, including attorneys' fees, costs of testing and remediation costs, incurred by Landlord in connection with any breach by Tenant of its obligations under this Article 15. The covenants and obligations under this Article 15 shall survive the expiration or earlier termination of this Lease.

Section 15.06. Landlord's Representations. To the actual knowledge Landlord, being that of Becky Davenport, and without any obligation to investigate, the Leased Premises and Building do not contain any asbestos or asbestos containing materials. Also to the actual knowledge of Landlord, being that of Becky Davenport, and without any obligation to investigate, the Leased Premises and Building are not in violation of any Environmental Laws.

Section 15.07. Existing Conditions. Notwithstanding anything contained in this Article 15 to the contrary, Tenant shall not have any liability to Landlord under this Article 15 resulting from any conditions existing, or events occurring, or Environmental Laws violated, or any Hazardous Substances existing or generated, at, in, on, under or in connection with the Leased Premises prior to the Commencement Date of this Lease except to the extent Tenant knowingly or willfully exacerbates the same.

Section 15.08. Landlord's Indemnification. Landlord hereby agrees to indemnify Tenant and hold Tenant harmless from and against any clean-up costs, remedial costs, preventative costs, and/or any governmental fees, costs, expenses, charges or the like arising from any presence of any Hazardous Substances upon or within the Leased Premises which were caused by Landlord, its agents, employees, invitees, or contractors. Nothing in this paragraph shall be interpreted as imposing any liability on Landlord for any other costs or expenses incurred by Tenant including any lost sales or profits of Tenant resulting from any such presence. The covenants and obligations under this Section 15.08 shall survive the expiration or earlier termination of this Lease.

ARTICLE 16 - MISCELLANEOUS

Section 16.01. Benefit of Landlord and Tenant. This Lease shall inure to the benefit of and be binding upon Landlord and Tenant and their respective successors and assigns.

Section 16.02. Governing Law. This Lease shall be governed in accordance with the laws of the State where the Building is located.

Section 16.03. Intentionally Omitted.

Section 16.04. Force Majeure. Landlord and Tenant (except with respect to the payment of any monetary obligation) shall be excused for the period of any delay in the performance of any obligation hereunder when such delay is occasioned by causes beyond its control, including but not limited to work stoppages, boycotts, slowdowns or strikes; shortages of materials, equipment, labor or energy; unusual weather conditions; or acts or omissions of governmental or political bodies.

Section 16.05. Examination of Lease. The submission of this Lease by Landlord to Tenant for examination or consideration does not constitute an offer by Landlord to lease the Leased Premises and this Lease shall become effective, if at all, only upon the execution and delivery thereof by Landlord and Tenant.

Section 16.06. Indemnification for Leasing Commissions. The parties hereby represent and warrant that no real estate broker was involved in the negotiation and execution of this Lease and that no broker or other party is entitled to a commission or other fee resulting from the negotiation or execution of this Lease. Each party shall indemnify the other from any and all liability for the breach of this representation and warranty on its part and shall pay any compensation to any broker or person who may be entitled thereto.

Section 16.07. Notices. Any notice required or permitted to be given under this Lease or by law shall be deemed to have been given if it is written and delivered in person or by overnight courier or mailed by certified mail, postage prepaid, to the party who is to receive such notice at the address specified in Article 1. In addition, all notices given to Tenant shall also be sent via email to the following address: preid115@att.net. If it is not practicable to send such notice to Tenant via email, Landlord shall send an email notification to the above email addresses stating that the notice has been separately delivered to Tenant in one of the permitted manners described above. If sent by overnight courier, the notice shall be deemed to have been given one (1) business day after sending. If mailed, the notice shall be deemed to have been given on the date which is three (3) business days following mailing. Either party may change its address by giving written notice thereof to the other party. Tenant may also change the above email address by giving written notice thereof to Landlord.

Section 16.08. Partial Invalidity; Complete Agreement. If any provision of this Lease shall be held to be invalid, void or unenforceable, the remaining provisions shall remain in full force and effect. This Lease represents the entire agreement between Landlord and Tenant covering everything agreed upon or understood in this transaction. There are no oral promises, conditions, representations, understandings, interpretations or terms of any kind as conditions or inducements to the execution hereof or in effect between the parties. No change, addition or modification shall be made to this Lease except by a written agreement executed by Landlord and Tenant.

Section 16.09. Waiver. The failure of either party to insist in any instance on strict performance of any covenant or condition hereof, or to exercise any self-help rights herein contained, shall not be construed as a waiver of such covenant, condition or self-help right, or obligate such party to exercise such self-help right in any other instance.

Section 16.10. Signage. Except as otherwise permitted by Section 11.8 of the Condominium Declaration, Tenant shall place no signs on the Leased Premises without the prior written consent of the Association. Subject to the terms and conditions of the Condominium Declaration, Tenant, at Tenant's sole cost and expense, shall remove their signage on or before the expiration of the Term.

Section 16.11. Consent. Where the consent of a party is required, such consent will not be unreasonably withheld.

Section 16.12. Parking. Subject to the Condominium Declaration, Tenant shall be entitled to park in common with other tenants of the Building. Tenant agrees not to overburden the parking facilities and agrees to cooperate with Landlord and other tenants of the Park in the use of parking facilities. There will be no assigned parking unless Landlord, in its sole discretion, may deem advisable. No vehicle may be repaired or serviced in the parking area and any vehicle deemed abandoned by Landlord will be towed from the project and all costs therein shall be borne by the Tenant. All driveways, ingress and egress, and all parking spaces are for the joint use of all tenants. There shall be no parking permitted on any of the streets or roadways located within the Park.

Section 16.13. Time. Time is of the essence of each term and provision of this Lease.

Section 16.14. Representations and Warranties. Tenant hereby represents and warrants that (i) Tenant is duly organized, validly existing and in good standing (if applicable) in accordance with the laws of the state under which it was organized; (ii) Tenant is authorized to do business in the State where the Building is located; and (iii) the individual(s) executing and delivering this Lease on behalf of Tenant has been properly authorized to do so, and such execution and delivery shall bind Tenant to its terms.

Section 16.15. Usufruct. Tenant's interest in the Leased Premises is a usufruct, not subject to levy and sale, and not assignable by Tenant except as expressly set forth herein.

ARTICLE 17 - SPECIAL STIPULATIONS

Section 17.01. Contingency. Tenant acknowledges that as of the date of this Lease, Landlord is currently occupying the Leased Premises. If Landlord fails to deliver to Tenant possession of the Leased Premises on the Commencement Date with Landlord and any other parties having completely vacated the Leased Premises and Landlord's Work completed, Tenant shall have the right to terminate this Lease by written notice thereof to Landlord within ten (10) days after said date.

Section 17.02. Condominium Declaration. As the owner of the Leased Premises, Landlord reserves all voting rights under the Condominium Declaration. A copy of the Condominium Declaration and Bylaws associated therewith have been provided to Tenant.

(SIGNATURES CONTAINED ON FOLLOWING PAGES)

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the day and year first above written.

Signed, sealed and delivered
as to Landlord, in the
presence of:

LANDLORD:

FAYETTE YOUTH PROTECTION HOME, INC.,
a Georgia non-profit corporation

Unofficial Witness

By: _____
Name: _____
Title: _____

Notary Public

Signed, sealed and delivered
as to Tenant, in the
presence of:

TENANT:

ASSOCIATION OF VILLAGE PRIDE, INC.,
a Georgia non-profit corporation

Unofficial Witness

By: _____
Name: _____
Title: _____

Notary Public

(CORPORATE SEAL)

EXHIBIT A
SITE PLAN OF LEASED PREMISES
[TO BE ADDED]

EXHIBIT B**LETTER OF UNDERSTANDING**

FAYETTE YOUTH PROTECTION HOME, INC.

Attention: Becky Davenport

150 Marquis Drive

Fayetteville, Georgia 30214

RE: Lease between FAYETTE YOUTH PROTECTION HOME, INC., a Georgia non-profit corporation ("Landlord"), and ASSOCIATION OF VILLAGE PRIDE, INC., a Georgia nonprofit corporation ("Tenant") for the Leased Premises located at 101 Devant Street, Suite 502, Fayetteville, Georgia 30214 (the "Leased Premises"), dated _____, 2013 (the "Lease").

Dear _____:

The undersigned, on behalf of Landlord and Tenant, respectively, certify the following:

1. The Commencement Date under the Lease is March 15, 2013.
2. The expiration date of the Lease is September 14, 2016.
3. The Lease (including amendments or guaranty, if any) is the entire agreement between Landlord and Tenant as to the leasing of the Leased Premises and is in full force and effect.
4. Subject to any punch list items as discussed in Section 2.02(a) of the Lease, the Landlord has completed the improvements designated as Landlord's obligation under the Lease, if any, and Tenant has accepted the Leased Premises as of the Commencement Date.
5. To the best of the undersigned's knowledge, without any duty of investigation, as of the date hereof there are no uncured events of default by either Tenant or Landlord under the Lease.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned has caused this Letter of Understanding to be executed this ____ day of _____, 2013.

LANDLORD:

FAYETTE YOUTH PROTECTION HOME, INC.,
a Georgia non-profit corporation

By: _____
Name: _____
Title: _____

TENANT:

ASSOCIATION OF VILLAGE PRIDE, INC.,
a Georgia non-profit corporation

By: _____
Name: _____
Title: _____

From: [Becky Davenport](#)
To: [Mary Parrott](#)
Cc: [Sheryl Weinmann](#)
Subject: RE: Bloom Lease Agreement
Date: Wednesday, August 2, 2017 3:21:01 PM
Attachments: [2016 Lease Amendment.pdf](#)

Mary- Attached is the current Lease amendment/extension that runs through September 14, 2017. Our plan is to increase their rent by \$200/month starting September 15, 2017 in order to cover the cost of the \$200 condo association fee. We don't yet have a signed agreement with them on the new lease amendment. Let me know if you have any questions. Thanks!
Becky

From: Mary Parrott [mailto:mparrott@fayettecountyga.gov]
Sent: Wednesday, August 02, 2017 11:04 AM
To: Becky Davenport
Cc: Sheryl Weinmann
Subject: Bloom Lease Agreement

Hi Becky,
Could you provide a copy of the current lease agreement Bloom has with AVPride/Fayette Factor?
Was there an increase in rent and/or association fees for the building space?
Thanks,
Mary

Mary S Parrott
Chief Financial Officer
Fayette County, GA
770-305-5235
mparrott@fayettecountyga.gov

First Amendment To Lease

This Amendment is made and entered into as of September 21, 2016 by and between **BLOOM OUR YOUTH, INC.** formerly known as **FAYETTE YOUTH PROTECTION HOME, INC.** ("Landlord"), and **ASSOCIATION OF VILLAGE PRIDE, INC.** ("Tenant").

WHEREAS, Landlord and Tenant did enter into that certain Lease dated January 29, 2013 (the "Original Lease") for the Premises located at 101 Devant Street, Suite 502, Fayetteville, Georgia and;

WHEREAS, both Landlord and Tenant are desirous of further amending the Lease.

NOW THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00) and the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to amend the Lease as follows:

Both Landlord and Tenant agree to extend the Term of the Lease, with said extension beginning on September 15, 2016 and expiring on September 14, 2017 at the monthly rental installment of \$1,850.00

Except as expressly amended or modified hereby, it is agreed upon by the parties hereto that all of the other terms and conditions of the Lease shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed, under seal, in their respective names and on their behalf by their duly authorized officials, the day and year indicated below.

Tenant: **ASSOCIATION OF VILLAGE PRIDE, INC.**

By: Connie Fox
 Name: Connie Fox
 Title: Chairman
 Date: 9/26/2016



Landlord: **BLOOM OUR YOUTH, INC.**

By: Betsy Davenport
 Name: Betsy Davenport
 Title: Executive Director
 Date: 10/3/2016

COUNTY AGENDA REQUEST

Page 147 of 189

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Reconsideration of funding request from Fayette Care Clinic of \$14,000 to off-set annual rent due to decreased grant funding.

Background/History/Details:

At the June 22, 2017 Budget Hearing, the Board of Commissioners requested to re-address the potential contribution to Fayette Care Clinic of \$14,000 to assist them in off-setting their costs related to rent. The attached 2017 budget was provided by Fayette Care Clinic. Also, included is a letter dated June 27, 2017 from Fayette Care Clinic explaining their request, along with a grant award letter from Clothes Less Traveled (CLT).

Fayette Care Clinic also provided a Budget Variance Report for the 6 month period ending June 30, 2017, the 12 month period ending Dec 31, 2016, and the last completed audit report for year ending December 31, 2015.

Per the attached, Fayette Care Clinic budgeted a \$60,000 grant from CLT to cover moving costs and annual rent. The grant awarded by CLT was for \$16,000. Per the letter, Fayette Care Clinic is requesting \$14,000 cover the rent not covered by CLT.

What action are you seeking from the Board of Commissioners?

Reconsideration of funding request from Fayette Care Clinic of \$14,000 to off-set annual rent due to decreased grant funding.

If this item requires funding, please describe:

If approved, the BOC would be funding a \$14,000 contribution to Fayette Care Clinic to come from General Fund Balance.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?*

Backup Provided with Request?

*** All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.**

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

Staff Notes:

FAYETTE CARE CLINIC P&L

	FY2017 6 MOS. ACTUAL	FY2017 ANNUALIZED	FY2016 ACTUAL	VARIANCE inc (dec)
INCOME				
Contributions - individual, Business, Church	5,088	10,176	51,191	(41,015)
Government Grants	214,600	429,200	357,721	71,479
Fundraising, Earned Revenue	62,192	124,384	84,506	39,878
TOTAL INCOME	281,880	563,760	493,418	70,342
EXPENSES				
Software	793	1,586	2,249	(663)
Salary, Wages, Payroll Tax	143,927	287,854	296,866	(9,012)
Contractor Fees	12,279	24,558	25,516	(958)
Occupancy Expense	33,332	66,664	54,649	12,015
Medical Supplies, Classes	7,100	14,200	11,653	2,547
Fundraiser Expense	13,206	26,412	0	26,412
Office Operations	17,683	35,366	41,415	(6,049)
Depreciation	0	0	10,470	(10,470)
TOTAL EXPENSES	228,320	456,640	442,818	13,822
NET INCOME	53,560	107,120	50,600	56,520

	As of 12-31-2017 Estimated	As of 12-31- 2016	As of 12-31- 2015
Equity	305,932	198,812	148,212

NOTE: The information above does not include any In-Kind Professional Services.
The 2015 Financial Statements includes information on in-kind donations.



June 27, 2017

Dear Commissioners:

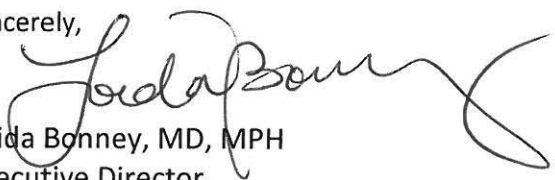
Thank you again for the opportunity to come before the Board of Commissioners last week and speak on behalf of Fayette C.A.R.E. Clinic (FCC) and our pending request for appropriating \$14,000 to cover the cost associated with our annual clinic rent. In 2016, FCC provided 3,388 health care service visits to 750 patients. More than 113 medical professionals and lay persons volunteered over 4,000 hours to assist our patients. The total dollar value of those services was \$2.2M. FCC serves a diverse group of people from every zip code within the county. The work done at the clinic enables citizens to reenter the workforce and continue to support the county with tax dollars.

Per your request for additional information, see the attached Fayette Care Clinic 2017 budget. Note that under the Temporarily Restricted Grants, Fayette Care Clinic budgeted for CLT (Clothes Less Traveled) to grant \$60,000 (line 10) for rent and potential moving expenses (lines 56 and 73 respectively). CLT granted \$16,000 due to an unprecedented number of requests. The difference between the amount needed and the amount awarded is \$14,000. The award letter is also attached here. (Monthly rent payments are \$2500 for a total of \$30,000 yearly needed.) Consequently, Fayette Care Clinic is facing a budget deficit.

We would also like to use this letter as an invitation for you to come tour our clinic and meet staff and some volunteers so you can see first-hand the compassionate health services we are providing to residents of the county. We welcome your acceptance of this invitation.

Again, FCC thanks you for allowing us to address the Board of Commissioners and hope you will consider this request worthy of support.

Sincerely,


Loida Bonney, MD, MPH
Executive Director

Fayette C.A.R.E. Clinic, Inc.
2017 Budget

	TOTAL	Notes
1 Income		
2 Individual contribution	14,000	
3 Business Contributions	26,000	
4 Board of Directors Contributions	6,600	
5 Church Contributions	12,000	
6 Grants		
7 Unrestricted	0.00	
8 Temporarily Restricted		
9 Coweta-Fayette EMC	16,500	
10 CLT	60,000	Granted \$16,000 total
11 Community Foundation Extra Wish	4,000	
12 Delta Dental	10,000	
13 Piedmont Foundation	69,200	
14 UW Impact Grant	50,000	
15 Kaiser Foundation	50,000	
16 GCCN	10,000	
17 United Way / Kaiser Healthy Community	0.00	
18 Georgia Baptist Foundation	100,000	
19 Georgia Healthcare Foundation	50,000	As of 6/2017 unable to apply; current grant in progress; apply in 2018
20 Community Foundation for Greater Atlanta	50,000	
21 Other Grants	0.00	
22 Total Temporarily Restricted	469,700	
23		
24 Total Grants	469,700	
25		
26 Earned Revenues	2,816	
27 Fundraising Events	78,300	
28 Interest Income	0.00	
29 Subtotal Income Before Donated Services	609,416	
30		
31		
32 Salaries & related expenses		
33 Payroll Service Expenses	1,995	
34 Salaries & wages - staff	321,000	
35 Payroll Taxes	26,400	
36 Total Salaries & related expenses	349,395	
37		
38 Program Svc - Contractors	56,000	
39 Fundraising fees	18,750	
40 Advertising Expense	495	
41 Accounting fees	15,000	
42		
43 Administrative Expenses		
44 DataNet Consultant	1,320	
45 Software Expenses	400	
46 Licenses & Permits	335	
47 Postage, shipping, delivery	120	
48 Conference, convention, meeting	2,811	

49	Bank Service Charges	1,536	
50	Membership dues - organization	575	
51	Office Expenses	4,800	
52	Total Administrative Expenses	11,897	
53			
54	Occupancy		
55	Telephone & telecommunications	6,000	
56	Rent, parking, other occupancy	34,448	
57	Liability Insurance	2,828	
58	Malpractice Insurance	5,564	
59	Cleaning	2,900	
60	Trash pick up	1,200	
61	Total . Occupancy expenses	52,940	
62			
63	Medical, Dental, Vision		
64	Medical Supplies	2,400	
65	Dental Supplies	1,683	
66	Diabetic Supplies	8,180	
67	Total Medical, Dental, Vision	12,236	
68			
69	Depreciation & amortization exp	10,476	
70	9000 Education	1,200	
71	Website	1,000	
72	Operating reserves	55,000	
73	Moving Expenses	25,000	
74	Total Expense	609,416	
75	Net Income	0.00	(-\$94,000 grants not realized as of 6/2017)
76			
77			
78	In Kind and Donated Services		
79	In Kind Donations	1,031,249	
80	Donated Professional Services	589,342	
81	Total In Kind & Donated Services	1,890,591	



459 Highway 74 South, Peachtree City, GA 30269 • 770-486-8517
Mailing Address: P.O. Box 3434, Peachtree City, GA 30269

March 9, 2017

Anita Calderon
Office Manager
Fayette CARE Clinic, Inc.
1260 Highway 54 West, Suite 101
Fayetteville, GA 30214

Dear Anita,

On behalf of the Board of Directors of Clothes Less Traveled, I am delighted to inform you that Fayette CARE Clinic, Inc. was awarded a 2017 Annual Grant in the amount of **\$16,000 toward rent**. By granting your request for funding support, we join you as a partner for the benefit of everyone you serve in our community.

Clothes Less Traveled Annual Grant Awards are disbursed in quarterly payments in March, June, September and December. Enclosed is your first quarterly payment for \$4,000 to be applied as specified. Please accept this check with our best wishes.

On behalf of all at Clothes Less Traveled Thrift Shop, congratulations on your 2017 Annual Grant Award and we wish you and Fayette CARE Clinic, Inc. continued success in the year ahead.

Best Regards,

A handwritten signature in cursive script that reads "Tammy Turk".

Tammy Turk
President, Board of Directors

A handwritten signature in cursive script that reads "Wendy Binfield".

Wendy Binfield
Grant Coordinator, Board of Directors

A handwritten signature in cursive script that reads "Kevin Barbee".

Kevin Barbee
Executive Director



FAYETTE C.A.R.E. CLINIC

COMPASSION AND RESPECT FOR EVERYONE

7/25/17

Board of Directors

Dr. Nimish Dhruva
Daye Bexley
Mary Pecoraro
Dr. Greg Alvarez
Alice Jones
Nathan Nipper
Mark Skibieli
Tammy Lanier
Negelle Morris
Christie Belk

Dear Ms. Parrott,

Thanks again for considering the Fayette Care Clinic (FCC) for the FY 2018 Fayette County Budget. FCC is requesting \$14,000 to help pay rent. Per your request, please see most current audited financial statements, and year to date budget actuals attached.


Moving expenses. The 2017 FCC budget included \$25,000 for moving expenses because the current occupancy lease ends on October 31st, 2017. The clinic has not been notified to date of whether or not the lease would be renewed. Under the building's prior owner, there was high risk that the lease would not be renewed and FCC would have to find another location. To be proactive, the move was included in the budgeting process. Approximately \$10,000 was required with the help of volunteer labor to move from one suite to another within the same building including the relocation of dental equipment, installation of new dental plumbing, and movement of EMR hardware. To move to another building with professional movers skilled in the medical industry is estimated to cost approximately \$25,000.

Operating Reserves. FCC budgeted for \$55,000 operating reserves. This was in anticipation of successfully competing for multiple programmatic grants. Operating reserves are standard in non-profit budgeting and FCC was hoping to finish 2017 with reserves. Unfortunately, already, programmatic grant funding has declined. For examples, United Way granted less than ½ of the requested amount of \$50,000, Kaiser Foundation application deadline could not be met. Georgia Healthcare Foundation informed FCC that FCC is ineligible to apply for future funding until the currently active grant is expired. Due to aforementioned circumstances, FCC no longer expects to have operating reserves by the end of 2017.

In-kind and donated services represent the value of goods and services other than financial gifts to the clinic. A portion of such donations is medication and supplies that are donated by pharmaceutical warehouses such as *Direct Relief*. Volunteer professionals such as physicians and therapists donate their time to care for FCC patients and the value of their time is tallied as donated services.

Net income on the YTD actuals reflects restricted programmatic funds that have not been spent to date due to unforeseen circumstances. These funds largely are to pay for Nurse Practitioners who provide primary care to the FCC patient population. The longstanding part time nurse practitioner supported by programmatic grant funds suffered injuries that kept her out of work for several months. Hiring additional providers for part time slots had been more difficult than anticipated. With new staff in place, FCC is on schedule to exhaust the funds according to existent and renegotiated grant timelines. A large portion of the net income is restricted. Those funds cannot be appropriated to other line items that are not included in the grant agreements – such as rent.

Yours truly,


Loida Bonney, MD, MPH
Executive Director

Advisory Council

Sheriff Barry Babb
Scott Ballard, JD
Dr. Charles Barber
Deborah Britt
Michael Burnett
Mary Ann Cox
Rose Davis
Virgil Fludd
Dr. Betsy Horton
Edward Johnson
Dr. Elizabeth Killebrew
Reverend Al Mead
James Pace
Scott Rowland
Dr. Jim Sams
Marie Sams
Kim Schnoes
Dr. Russell Wilson
Dr. Bryan Woods

Fayette C.A.R.E. Clinic, Inc.
Budget Variance Report
For the Period Ended June 30, 2017

	YTD Actual	YTD Budget	Variance	Explanations \$5K or greater
Revenue				
Individual Contributions	3,743	6,000	(2,257)	
Business Contributions	1,345	8,000	(6,655)	Less than anticipated
Board of Director Contributions	-	3,300	(3,300)	
Church	-	6,000	(6,000)	Less than anticipated
Grants	214,600	189,200	25,400	Greater than anticipated
Earned Revenue	1,077	1,566	(489)	
Fundraising Events	61,115	47,500	13,615	Greater than anticipated
Interest Income	0	-	0	
Total Revenue	281,880	261,566	20,314	
Expenditures				
Software Tracking	793	-	793	
Salary/Wage/Payroll Tax Expense	143,927	174,600	(30,673)	Less than anticipated
Contractor Fees	12,279	32,000	(19,721)	Less than anticipated
Occupancy Expense	33,332	25,096	8,236	Greater than anticipated
Medical Supplies/Classes	7,100	3,426	3,674	
Fundraiser Expense	13,206	6,750	6,456	Greater than anticipated
Office/Operations Expense	17,683	9,265	8,418	Greater than anticipated
Depreciation Expense	-	5,238	(5,238)	
Total Expenditures	228,320	256,375	(28,055)	
Net Income (Loss)	53,560	5,191	48,369	

The accompanying financial statements were not subjected to an audit, review or compilation engagement. Accordingly, we do not express an opinion, a conclusion, or provide any assurance on them.

**FAYETTE CARE CLINIC, INC.
FAYETTEVILLE, GEORGIA**

**Financial Statements
for the Year Ended
December 31, 2015**

*

AUDIT REPORT

*

December 14, 2016

FAYETTE CARE CLINIC, INC.

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Independent Auditor's Report

To the Board of Directors
Fayette Care Clinic, Inc.
Fayetteville, Georgia

We have audited the accompanying financial statements of Fayette Care Clinic, Inc. (a nonprofit organization) which comprise the statement of financial position as of December 31, 2015 and the related statements of activities, cash flows and functional expenses for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Fayette Care Clinic, Inc. as of December 31, 2015, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Canady, Richbourg & Woodward, LLP
December 14, 2016

FAYETTE CARE CLINIC, INC.
STATEMENT OF FINANCIAL POSITION
DECEMBER 31, 2015

ASSETS

Current assets

Cash and cash equivalents	134,898
Prepaid expenses	<u>2,500</u>
Total current assets	<u><u>137,398</u></u>

Property and equipment

Furniture and equipment	99,662
Less - accumulated depreciation	<u>88,099</u>
Total property and equipment	<u><u>11,563</u></u>

Total Assets	<u><u>148,961</u></u>
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LIABILITIES

Current liabilities

Accounts payable	<u>749</u>
Total current liabilities	<u><u>749</u></u>

NET ASSETS

Unrestricted	54,287
Temporarily restricted	93,925
Permanently restricted	<u>-</u>
Total net assets	<u><u>148,212</u></u>

Total Liabilities and Net Assets	<u><u>148,961</u></u>
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The accompanying notes are an integral part of these financial statements

FAYETTE CARE CLINIC, INC.
STATEMENT OF ACTIVITIES
YEAR ENDED DECEMBER 31, 2015

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Total</u>
Support and Other Revenue			
Contributions	51,226	-	51,226
Grants and contracts	130,017	130,000	260,017
In-kind professional services	907,007	-	907,007
In-kind facilities	105,191	-	105,191
In-kind donations	108,464	-	108,464
Special events	48,179	-	48,179
Clinic fees	4,843	-	4,843
Miscellaneous income	873	-	873
Net assets released from restriction	36,075	(36,075)	-
Total support and other revenue	<u>1,391,875</u>	<u>93,925</u>	<u>1,485,800</u>
Expenses			
Program services	1,217,971	-	1,217,971
Supporting services:			
Management and general	148,858	-	148,858
Fundraising	30,490	-	30,490
Total expenses	<u>1,397,319</u>	<u>-</u>	<u>1,397,319</u>
(Decrease) Increase in net assets	(5,444)	93,925	88,481
Net assets at beginning of year	<u>59,731</u>	<u>-</u>	<u>59,731</u>
Net assets at end of year	<u><u>54,287</u></u>	<u><u>93,925</u></u>	<u><u>148,212</u></u>

The accompanying notes are an integral part of these financial statements

FAYETTE CARE CLINIC, INC.
STATEMENT OF CASH FLOWS
YEAR ENDED DECEMBER 31, 2015

Cash flows from (for) operating activities	
Increase in net assets	88,481
Adjustments to reconcile change in net assets to net cash provided by operating activities:	
Depreciation	9,684
Net change in operating assets and liabilities:	
Prepaid expenses	(2,500)
Accounts payable	(42)
Net cash from operating activities	<u>95,623</u>
Cash flows for investing activities	
Purchase of property and equipment	<u>(1,113)</u>
Increase in cash and cash equivalents	94,510
Beginning cash and cash equivalents	<u>40,388</u>
Ending cash and cash equivalents	<u><u>134,898</u></u>
Supplemental cash flow information	
Interest paid	<u><u>-</u></u>
Income taxes paid	<u><u>-</u></u>

The accompanying notes are an integral part of these financial statements

FAYETTE CARE CLINIC, INC.
STATEMENT OF FUNCTIONAL EXPENSES
YEAR ENDED DECEMBER 31, 2015

		Supporting Services			
	Program Services	Management and General	Fund- raising	Total Supporting Services	Total Functional Expenses
Salaries and wages	46,254	56,643	-	56,643	102,897
Payroll taxes	4,819	5,901	-	5,901	10,720
Professional fees	43,979	35,706	7,500	43,206	87,185
Professional fees - donated	907,007	-	-	-	907,007
Building maintenance/janitorial	3,750	504	-	504	4,254
Conference and training	-	794	-	794	794
Cost of direct benefits to donors	-	-	21,985	21,985	21,985
Dues, memberships, and development	-	695	-	695	695
Equipment repair and maintenance	911	-	-	-	911
Insurance	-	6,123	-	6,123	6,123
Miscellaneous	300	2,873	567	3,440	3,740
Printing and postage	-	146	438	584	584
Rent, parking & other occupancy	94,785	23,696	-	23,696	118,481
Software expense	-	9,901	-	9,901	9,901
Supplies	2,564	4,907	-	4,907	7,471
Supplies - donated	100,434	-	-	-	100,434
Telephone and communications	4,453	-	-	-	4,453
Total before depreciation	1,209,256	147,889	30,490	178,379	1,387,635
Depreciation	8,715	969	-	969	9,684
Total functional expenses	<u>1,217,971</u>	<u>148,858</u>	<u>30,490</u>	<u>179,348</u>	<u>1,397,319</u>

The accompanying notes are an integral part of these financial statements

FAYETTE CARE CLINIC, INC.
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2015

Note 1 - Nature of Activities

The mission of Fayette Care Clinic, Inc. is to promote health and well being for Fayette County's uninsured and working poor through compassionate medical and dental care, education, prevention, and referrals that provide a gateway to other community services.

Support and revenues are provided by foundations, special events and other contributions. Special professional volunteers allow the organization to accomplish its mission.

Note 2 - Summary of Significant Accounting Policies

Accounting Method - The organization uses the accrual method of accounting, recognizing revenue as earned and expenses as incurred.

Advertising Cost - Advertising costs are expensed as incurred.

Basis of Presentation - The Organization is required to report information regarding its financial position and activities according to three classes of net assets; unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets.

Contributions - Contributions are recognized when the donor makes a promise to give to the organization that is, in substance, unconditional. Contributions that are restricted by the donor are reported as increases in unrestricted net assets if the restrictions expire in the fiscal year in which the contributions are recognized. All other donor-restricted contributions are reported as increases in temporarily or permanently restricted net assets depending on the nature of the restrictions. When a restriction expires, temporarily restricted net assets are reclassified to unrestricted net assets.

Contributed Services - Contributions of donated services that create or enhance non-financial assets or that require specialized skills, are provided by individuals possessing those skills, and would typically need to be purchased if not provided by donation, are recorded at their fair values in the period received. The Clinic receives many contributed services from various medical and dental professionals. These services meet the requirements for recognition in the financial statements and have been recorded in the accompanying financial statements.

Property and Equipment - Property and equipment with a cost of \$500 or greater are capitalized at cost. Donations of property and equipment are recorded as support at their estimated fair value. Such donations are reported as unrestricted support unless the donor has restricted the donated asset to a specific purpose or length of time to be used. Property and equipment are depreciated using the straight-line method over the estimated useful life of the asset.

FAYETTE CARE CLINIC, INC.
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2015

Note 2 - Summary of Significant Accounting Policies (Continued)

Income Tax - Fayette Care Clinic, Inc. is exempt from income tax under Section 501(c)(3) of the U.S. Internal Revenue Code and has been determined by the Internal Revenue Service not to be a private foundation under Section 509(a) of the Code. Contributions to the organization are deductible within the limitations of the Code.

As of December 31, 2015, the tax years that remain subject to examination by taxing authorities begin with the year ended December 31, 2012. Management believes that all positions taken in those years would be sustained should those years be examined.

Cash and Cash Equivalents - For purpose of the Statement of Cash Flows, Fayette Care Clinic, Inc. considers all unrestricted highly liquid investments with an initial maturity of three months or less to be cash equivalents.

Concentration of Credit Risk - The organization maintains deposits in financial institutions insured by the Federal Deposit Insurance Corporation (FDIC). The FDIC insures each depositor for a total of \$250,000. The organization did not exceed federally insured limits at December 31, 2015.

Subsequent Events - Management has evaluated subsequent events through December 14, 2016, the date the financial statements were available to be issued. Management was not aware of any subsequent events through this date that would have a material effect on these financial statements.

Note 3 - Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from these estimates.

Note 4 - Other Contributed Services

The Clinic is dependent on its volunteers to provide services to the community. The time donated by medical and other professionals is recorded at its estimated fair market value. Clerical and other donated services that do not meet the requirements for financial statement reporting are estimated at \$63,678.

FAYETTE CARE CLINIC, INC.
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2015

Note 5 - Operating Leases

Fayette Care Clinic, Inc. leases facilities under a non-cancelable operating lease agreement expiring October 20, 2023. This lease requires a monthly rental rate of \$10,988 through the 40th month of the lease, after which the monthly rate is scheduled to increase. However, due to funding shortfalls of the Clinic during 2014 and 2015, the lessor donated use of the facilities until a new lease was negotiated.

In July of 2015, Fayette Care Clinic, Inc. and the lessor renegotiated the operating lease agreement. The lease requires a monthly rental rate of \$2,500 for twelve months with a commencement date of October 1, 2015. Rental expense for 2015 totaled \$106,391 of which \$98,891 represented donated in-kind rent.

Note 6 - Concentrations

Approximately 57% of medical services provided to the Clinics clients were provided by one service provider.

Note 7 - Temporarily Restricted Net Assets

Temporarily restricted net assets are available for the following:

Rent	15,410
Dental services to the working poor	12,703
Kaiser "Care Pathway" Project	<u>65,812</u>
Total	<u>93,925</u>

Note 8 - Related Party Transactions

A former member of Fayette Care Clinic, Inc.'s board of directors owns an interest in the entity from which the Clinic leases its facilities. Lease payments to this entity totaled \$7,500 for 2015. As disclosed in note 5, this related party provided in-kind rental of \$98,891.

FAYETTE CARE CLINIC, INC.
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2015

Note 9 - Affordable Care Act

The Affordable Care Act has the potential to substantially reduce the number of uninsured in the state of Georgia. However, the effect on Georgia's charitable clinics cannot be reasonably estimated at this time due to the potential impact of the Act, and the State of Georgia's current position of not accepting federal funds to expand the Medicaid program. It is anticipated that the role of Georgia's charitable clinic's as a safety net and access point to health care for the uninsured will continue. Changes in the Clinic's operations to adjust to the needs of it patients may be required in the future.

COUNTY AGENDA REQUEST

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Department: Legal

Presenter(s): Dennis Davenport, Attorney

Meeting Date: Thursday, August 10, 2017

Type of Request: New Business Item# 9

Wording for the Agenda:

Consideration of revisions to Policy 404.03 Equal Employment Opportunity.

Background/History/Details:

Fayette County is an Equal Employment Opportunity Employer. As such, Fayette County is committed to providing equal employment and advancement opportunity to employees and applicants in all phases of hiring, employment, and personnel administration in accordance with applicable laws, rules, and regulations.

These proposed revisions are based upon recommendations from discussions with the Equal Employment Opportunity Commission (EEOC) and our commitment to revising our existing policy to maintain compliance.

What action are you seeking from the Board of Commissioners?

Approval of revisions to Policy 404.03 Equal Employment Opportunity.

If this item requires funding, please describe:

Not Applicable

Has this request been considered within the past two years? No

If so, when?

Is Audio-Visual Equipment Required for this Request?* No

Backup Provided with Request? Yes

**** All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.***

Approved by Finance Not Applicable

Reviewed by Legal

Approved by Purchasing Not Applicable

County Clerk's Approval Yes

Administrator's Approval

Staff Notes:

FAYETTE COUNTY POLICIES AND PROCEDURES

HR – CONDITIONS OF EMPLOYMENT Equal Employment Opportunity 404.03

PURPOSE

~~Fayette County shall provide equal employment opportunity in all phases of employment and personnel administration in accordance with State and Federal laws, executive orders and regulations.~~

Fayette County is an Equal Employment Opportunity Employer. As such, Fayette County is committed to providing equal employment and advancement opportunity to employees and applicants in all phases of hiring, employment, and personnel administration in accordance with applicable laws, rules, and regulations.

POLICY

~~There shall be a uniform process for the administration of all personnel actions such as hiring, promotion, transfer, demotion, termination, training, compensation and benefits without regard to race, color, religion, sex, national origin, political belief or affiliation, veteran status or disability.~~

The County prohibits the following conduct by anyone, including any supervisor, employee, volunteer, elected official, vendor, client, or customer of the County:

(a) Discrimination on the basis of race, color, creed or religion, sex (including pregnancy), marital or family status, gender identity, national origin or ethnicity, citizenship (except to the extent citizenship constitutes a mandatory qualification under federal or state law), age, disability, genetic information, political affiliation, military or veteran status, or any other classification or status protected by applicable federal, state and local laws;

(b) Current or previous (i) opposition to an alleged violation of this Policy or any federal, state, or local law prohibiting employment discrimination or (ii) participation in a complaint, investigation, lawsuit or other official proceeding relating to any such alleged violation; or

(c) Association with or support of others who fall within any protected classification or status or who engaged in any such protected opposition or participation.

This policy applies to all terms and conditions of employment, including, but not limited to, recruitment, testing, hiring, placement, assignment, performance review, promotion, discipline, termination, layoff, recall, transfer, leaves of absence, compensation, benefits, training, and work environment.

REPORTING PROCEDURE

~~All personnel actions such as hiring, promotion, transfer, demotion, termination, training, compensation and benefits shall be administered without regard to race, color, religion, sex, national origin, age, political belief or affiliation, veteran status or disability.~~

~~Violations should be reported to the Department of Human Resources.~~

Any employee who believes he or she has experienced or observed discrimination or retaliation in violation of this Policy should promptly report the information to the Human Resources Department so that the matter can be investigated and resolved as quickly as possible. All such reports will be investigated, and appropriate action taken.

Any person with questions or concerns relating to this Policy may contact the Human Resources Department for assistance.

POLICY VIOLATIONS

Fayette County is serious about enforcing this Policy. Any employee determined to have engaged in discrimination or retaliation in violation of this Policy will be subject to disciplinary or other corrective action, up to and including termination of employment.

I hereby acknowledge that I have received this date a copy of Fayette County's Equal Employment Opportunity Policy. I have read and understand this policy, and further understand that it is my responsibility to follow this policy during my employment. If at any time I have any questions about this policy or the meaning of any provisions of this policy, I will contact the Human Resources Director for such information and answers.

Employee

Date _____

COUNTY AGENDA REQUEST

Page 170 of 189

Department: Legal

Presenter(s): Dennis Davenport, Attorney

Meeting Date: Thursday, August 10, 2017

Type of Request: New Business Item# 10

Wording for the Agenda:

Consideration of revisions to Policy 440.03. Harassment.

Background/History/Details:

It is the policy of Fayette County to maintain a workplace free from harassment based upon race, color, creed or religion, sex (including pregnancy), marital or family status, sexual orientation, gender identity, national origin or ethnicity, citizenship, age, disability, genetic information, political affiliation, military or veteran status, or any other classification or status protected by applicable federal, state or local laws.

These proposed revisions are based upon recommendations from discussions with the Equal Employment Opportunity Commission (EEOC) and our commitment to revising our existing policy to maintain compliance.

What action are you seeking from the Board of Commissioners?

Approval of revisions to Policy 440.03. Harassment.

If this item requires funding, please describe:

Not Applicable

Has this request been considered within the past two years? No

If so, when?

Is Audio-Visual Equipment Required for this Request?* No

Backup Provided with Request? Yes

**** All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.***

Approved by Finance Not Applicable

Reviewed by Legal

Approved by Purchasing Not Applicable

County Clerk's Approval Yes

Administrator's Approval

Staff Notes:

FAYETTE COUNTY POLICIES AND PROCEDURES

HR – SAFETY Harassment 440.03

PURPOSE

~~The purpose of this policy is to establish that all employees of Fayette County have the right to work in an environment free from all forms of discrimination and conduct which can be considered harassing, coercive, or disruptive, including sexual harassment.~~

~~Fayette County is committed to maintaining a work environment that is free from unlawful discrimination and harassment where employees at all levels are able to devote their full attention and best efforts to their jobs. Unlawful harassment, either intentional or unintentional, has no place in the work environment. This policy ensures that in the workplace, each employee is able to accomplish his or her job without being subject to unlawful harassment.~~

~~Fayette County maintains that sexual harassment, intentional or unintentional, is a form of misconduct which undermines the integrity of the employment relationship. No employee—male or female—should be subject to unsolicited and unwelcomed sexual overtures or conduct, whether physical, verbal or visual. Sexual harassment refers to behavior which is not welcome, which is personally offensive, which debilitates morale, and which, therefore, interferes with work effectiveness. Fayette County will not tolerate sexual harassment in the workplace.~~

It is the policy of Fayette County to maintain a workplace free from harassment based upon race, color, creed or religion, sex (including pregnancy), marital or family status, gender identity, national origin or ethnicity, citizenship, age, disability, genetic information, political affiliation, military or veteran status, or any other classification or status protected by applicable federal, state or local laws. All such workplace harassment is strictly prohibited and will not be tolerated. Fayette County also prohibits retaliation against employees or prospective employees reporting workplace harassment or participating as a witness or otherwise in any investigation or other proceeding relating to a complaint of workplace harassment.

POLICY

There shall be a consistent process for a County employee to file a harassment complaint and an investigation to be made. Fayette County is committed to providing a professional work environment that maintains employee quality, dignity and respect. In keeping with this commitment, the County strictly forbids discriminatory practices, including sexual harassment and other forms of harassment, as defined in this policy. Any harassment prohibited by this policy, whether verbal, physical or environmental is unacceptable and will not be tolerated whether it occurs in the workplace, during work hours, or outside the workplace.

FAYETTE COUNTY POLICIES AND PROCEDURES

HR – SAFETY Harassment 440.03

This policy applies to all County employees, managers, supervisors and other staff, whether related to conduct engaged in by fellow employees, supervisors, elected and appointed officials, or someone who is not directly related to the County, such as a vendor, consultant, client, customer or other County contact.

It shall be the joint responsibility of all managers and supervisors to ensure adherence to this policy. All supervisors and managers have the duty of ensuring that no individual or employee is subjected to sexual harassment or any form of prohibited harassment, and of maintaining a workplace free of such harassment.

PROCEDURE Workplace Harassment Defined

~~The county encourages employees, who believe that a situation is unjust, inequitable, and/or a hindrance to effective operation, or who otherwise perceive a work-related problem to exist, to bring any complaint of harassment to the attention of his or her supervisor, Department Head, Division Director or the Department of Human Resources by filing a written complaint.~~

~~After notification of an employee's complaint, management will immediately contact the Department of Human Resources.~~

~~After notification from management of an employee complaint, the Department of Human Resources will immediately initiate a confidential investigation to gather all facts about the complaint.~~

~~After the investigation has been completed, a determination will be made by the Director of Human Resources and the County Administrator regarding the resolution of the case. If warranted, disciplinary action will be taken, up to and including involuntary termination.~~

Workplace harassment is verbal or physical conduct that is either (a) directed toward an individual or (b) reasonably offensive to an individual on the basis of race, color, creed or religion, sex (including pregnancy), marital or family status, gender identity, national origin or ethnicity, citizenship, age, disability, genetic information, political affiliation, military or veteran status, or any other classification or status protected by applicable federal, state or local laws.

All employees, including supervisors and managers, as well as all Fayette County officials are covered by this Policy and are prohibited from engaging in any form of harassing or retaliatory conduct. In addition, harassment or retaliation of any employee in connection with the employee's work by non-employees is also prohibited.

FAYETTE COUNTY POLICIES AND PROCEDURES

HR – SAFETY Harassment 440.03

Examples of Workplace Harassment

Workplace harassment may include, but is not limited to, the following:

- (a) Epithets, slurs, negative stereotyping, jokes, or threatening, intimidating or hostile acts that relate to any of the protected categories set forth in this Policy;
- (b) Written or graphic materials which are offensive to an individual related to any of the protected categories set forth in this Policy, and which are displayed or distributed in the workplace, including via social media or any other electronic means; or
- (c) Threatening, intimidating, abusive, or hostile acts directed to an individual because of his or her report or complaint of workplace harassment or participation as a witness or otherwise in any investigation or other proceeding relating to such a report or complaint.

This Policy prohibits harassing conduct as defined herein, without regard to whether such conduct would also violate state or federal anti-harassment laws.

Definition Sexual Harassment Defined

~~Discriminatory practices and harassment on the basis of race, color, religion, sex, national origin, age, disability, or any other reason prohibited by law, whether the harassment is caused by another employee, supervisor, manager or other person are unlawful. Harassment can include, but is not limited to, slurs, epithets, threats, derogatory comments, and unwelcome jokes which would make a reasonable person experiencing such harassment uncomfortable in the work environment or which would interfere with the employee's job performance.~~

~~Sexual harassment is defined as any unwanted physical, verbal or visual sexual advances, requests for sexual favors, and other sexually oriented conduct, which is offensive or objectionable to the recipient, including, but not limited to: epithets; derogatory or suggestive comments, slurs or gestures; offensive posters, cartoons, pictures, or drawings; or other conduct such as uninvited touching and sexually related comments which tend to create an intimidating, hostile, or offensive work environment.~~

Sexual harassment is a category of workplace harassment. Sexual harassment is defined as any unwelcome sexual advance, request for sexual favors, or other verbal or physical conduct of a sexual nature when:

FAYETTE COUNTY POLICIES AND PROCEDURES

HR – SAFETY Harassment 440.03

- (a) Submission to the conduct is made either explicitly or implicitly a term or condition of an individual's employment;
- (b) Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting the individual; or
- (c) The conduct has the purpose or actual or potential effect of interfering with the individual's performance or of creating an intimidating, hostile, or offensive working environment.

Violation Examples of Sexual Harassment

~~A violation of County policy to provide a workplace free of harassment would occur when:~~

- ~~1. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, e.g., promotion, training, timekeeping or overtime assignments, etc., or~~
- ~~2. Submission to or rejection of such conduct by an individual is used as the basis for any employment decision affecting such individual, or~~
- ~~3. Such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.~~

Sexual harassment may include, but is not limited to, the following:

- Verbal conduct, such as derogatory comments, slurs, unwanted sexual advances, or sexually-oriented verbal references, jokes, kidding, or abuse;
- Physical conduct, such as unwanted touching, patting, pinching, blocking normal movement, or assault;
- Subtle or explicit pressure for sexual activity;
- Demands to submit to sexual requests, accompanied by implied or direct promises of preferential treatment or threats concerning an individual's employment status;
- Visual harassment such as sexually-explicit or sexually-derogatory posters, obscene gestures, cartoons, photographs, or drawings including those in electronic format; and
- Any conduct that insults, demeans, or in any way treats differently an individual who is perceived as not conforming to certain male or female gender role expectations.

FAYETTE COUNTY POLICIES AND PROCEDURES

HR – SAFETY Harassment 440.03

This Policy prohibits harassing conduct as defined herein without regard to whether such conduct would also violate state or federal anti-harassment laws.

Responsibilities

Management**REPORTING PROCEDURE**

~~It is the responsibility of Department Heads, Division Directors and Supervisors to make sure that the workplace is in full compliance with this policy. Management, at all levels, is responsible for taking corrective action to prevent harassment in the workplace.~~

Employee

~~It is the responsibility of employees with complaints to report in writing such conduct to Management. If this is not appropriate, employees are urged to seek the assistance of the Department of Human Resources. Allegations of harassment will be promptly investigated, giving due regard to the need for confidentiality.~~

Human Resources

~~It is the responsibility of the Director of Human Resources to provide guidance, investigate charges of impropriety and recommend appropriate action. All complaints must be thoroughly investigated.~~

Confidentiality Provision

~~The identity of both complainant and alleged harasser will be protected throughout the investigation. Upon completion of the investigation all records become public record.~~

Protection Provision

~~Any employee making a complaint will not be subjected to disciplinary action, so long as the complaint was made in good faith. Any witnesses will also be protected from retaliation. An employee has the legal right at any time, when conduct comprising sexual harassment occurs, to raise the issue of sexual harassment without fear of reprisal.~~

Penalties

~~Any employee violating this policy will be subject to discipline ranging from a warning to termination, if appropriate. Civil penalties may also be imposed for violating the laws against harassment.~~

**FAYETTE COUNTY
POLICIES AND PROCEDURES**

**HR – SAFETY
Harassment
440.03**

The County requires employees to report all perceived incidents of harassment, regardless of the position of the alleged offender. Any employee who has a harassment complaint against a supervisor, co-worker, visitor, customer or other person, must bring the problem to the County's attention as follows:

- a. Employees who believe they have experienced harassment or who are aware of the harassment of other employees or prospective employees have a duty to immediately report the conduct to a supervisor in the employee's department or to Human Resources. If the report is to a supervisor, the supervisor shall immediately notify Human Resources of the report.
- b. The complaint will be promptly and thoroughly investigated by Human Resources in a professional manner. The employee will be notified of a decision or of the status of the investigation as soon as possible. There will be no discrimination or retaliation against any individual who files a harassment complaint, even if the investigation produces insufficient evidence to support the complaint, and even if the charges cannot be proven.
- c. There will be no discrimination or retaliation against any other individual who participates in the investigation of a harassment complaint. If the investigation substantiates the complaint, appropriate corrective and/or disciplinary action (up to and including termination) will be pursued.
- d. Actions taken internally to investigate and resolve harassment complaints shall be conducted confidentially to the extent practicable and appropriate, and consistent with the Georgia Open Records Act, in order to protect the privacy of persons involved.
- e. After the investigation has been completed, a determination will be made by the Director of Human Resources and the County Administrator regarding the resolution of the case. If warranted, disciplinary action will be taken, up to and including involuntary termination.

Retaliatory action of any kind taken as a result of any individual or any employee seeking redress under this policy is prohibited and shall be regarded as a separate and distinct cause for complaint and discipline under this policy.

**FAYETTE COUNTY
POLICIES AND PROCEDURES**

**HR – SAFETY
Harassment
440.03**

ACKNOWLEDGMENT OF RECEIPT OF HARASSMENT POLICY

I hereby acknowledge that I have received this date a copy of Fayette County's Harassment Policy. I have read and understand the policy, and further understand that it is my responsibility to follow this policy during my employment. If at any time I have any questions about this policy or the meaning of any provisions of this policy, I will contact the Human Resources Director for such information and answers.

Witness

Employee

Date

COUNTY AGENDA REQUEST

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Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Staff update of the various concerns related to the Animal Shelter at the request of Chairman Eric Maxwell.

Background/History/Details:

At the July 13 Board of Commissioners meeting, staff introduced changes to the euthanasia policy. Several citizens voiced concerns and recommendations to the proposed policy. Chairman Maxwell has requested staff to give an update regarding discussions and changes related to the comments made during the July 13 meeting.

What action are you seeking from the Board of Commissioners?

Staff update of the various concerns related to the Animal Shelter at the request of Chairman Eric Maxwell.

If this item requires funding, please describe:

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?*

Backup Provided with Request?

**** All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.***

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

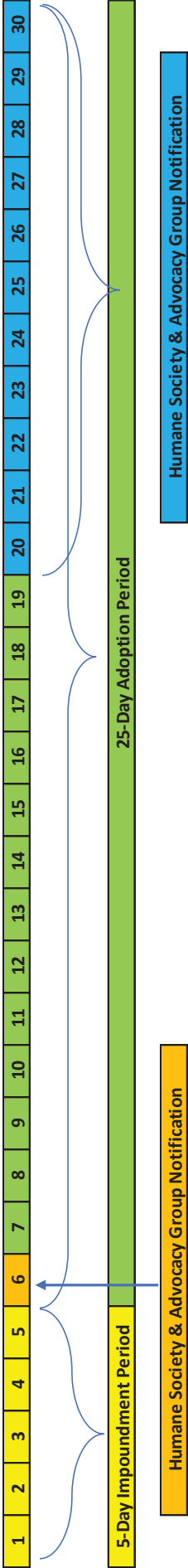
Staff Notes:



Animal Control Shelter Management

Policy Approach:

1. Evaluate Animal determine Adoptability
2. Five-Day Impoundment Period – Locate Owner
3. If Adoptable - Twenty-five Day Adoption Period
4. Day #6 & #20 - Humane & Rescue Agency Notification Period
5. Evaluate Shelter Capacity - 75% Operational Threshold





Shelter Capacity 26; 23 Dogs in Shelter Aug 3rd

7 Dogs > 30 days; Operational Capacity 115% (Limit 75%)

Buck (American Bulldog) days at the shelter 93/72

Mable (Hound Pit Mix) days at the shelter 77

Olivia (Hound Pit Mix) days at the shelter 77

Harley (Pit Mix) days at the shelter 88

Nala (Pit Mix) days at the shelter 50

Hudson (Rotti Mix) days at the shelter 43

Kazoo (Pit Mix) days at the shelter 38

Hector (Pit Mix) days at the shelter 35

Shelia (Sheppard Mix) days at shelter 35

No Kill Shelter Statistics

2017 Dog Statistics - YTD

Adoptions	108	37.6%
Euthanized	17	5.9%
Transfer	47	16.4%
Reclaimed	115	40.1%

Total 287

No Kill Save Rate	94.1%
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2017 Cat Statistics - YTD

Adoptions	94	41.4%
Euthanized	25	11.0%
Transfer	94	41.4%
Reclaimed	14	6.2%

Total 227

No Kill Save Rate	89.0%
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Benchmark is 90% No Kill Save Rate for Animal Shelter.

DeKalb County Animal Shelter Site Visit



Animal Control Update

Other than the classification and actual adoption process – getting our animals posted should be the highest priority for our Adoption Coordinator and/or volunteers.

Posting of all of our animals photos in a timely manner.

- 1. Day #1** – Intake - critical for owners findings their lost animal and for providing future adopters an early trigger
- 2. Day #6** – Adoption Eligibility notification sent to local humane & adoption groups - 1st Day animal can be adopted.
- 3. Day #20** – Notification to local humane & adoption groups of pending euthanasia possibility. (10-day Notice)

Animals will be posted Day #1 at Intake on Fayette County Animal Control Website and Day #6 on PetFinders.

Staff will work towards enhancing the adoption process by including a short video for each adoptable animal being walked, etc...

Animals behave differently outside of the shelter and that behavior makes a big difference to a potential adopter.



Animal Control Update

Implementation of a Behavioral Assessment process.

Classifying animals solely on time in our shelter is problematic - having a written assessment and scoring system to help guide our classification and aiding in making hard decisions about animals in our shelter is critical.

This may very well become the standard by which we will determine, if at operational capacity, which animal is the best to euthanize vs. duration of stay...

Staff will be formally trained on conducting the B.A.R.C. Behavioral Assessment Reactivity Checklist as part of the onboarding intake process.



Animal Control Update

Pete Nelms, the County Grant Writer has already spoken with the advocacy groups grant persons and is attempting to pursue grant opportunities for a spay/neuter solution.

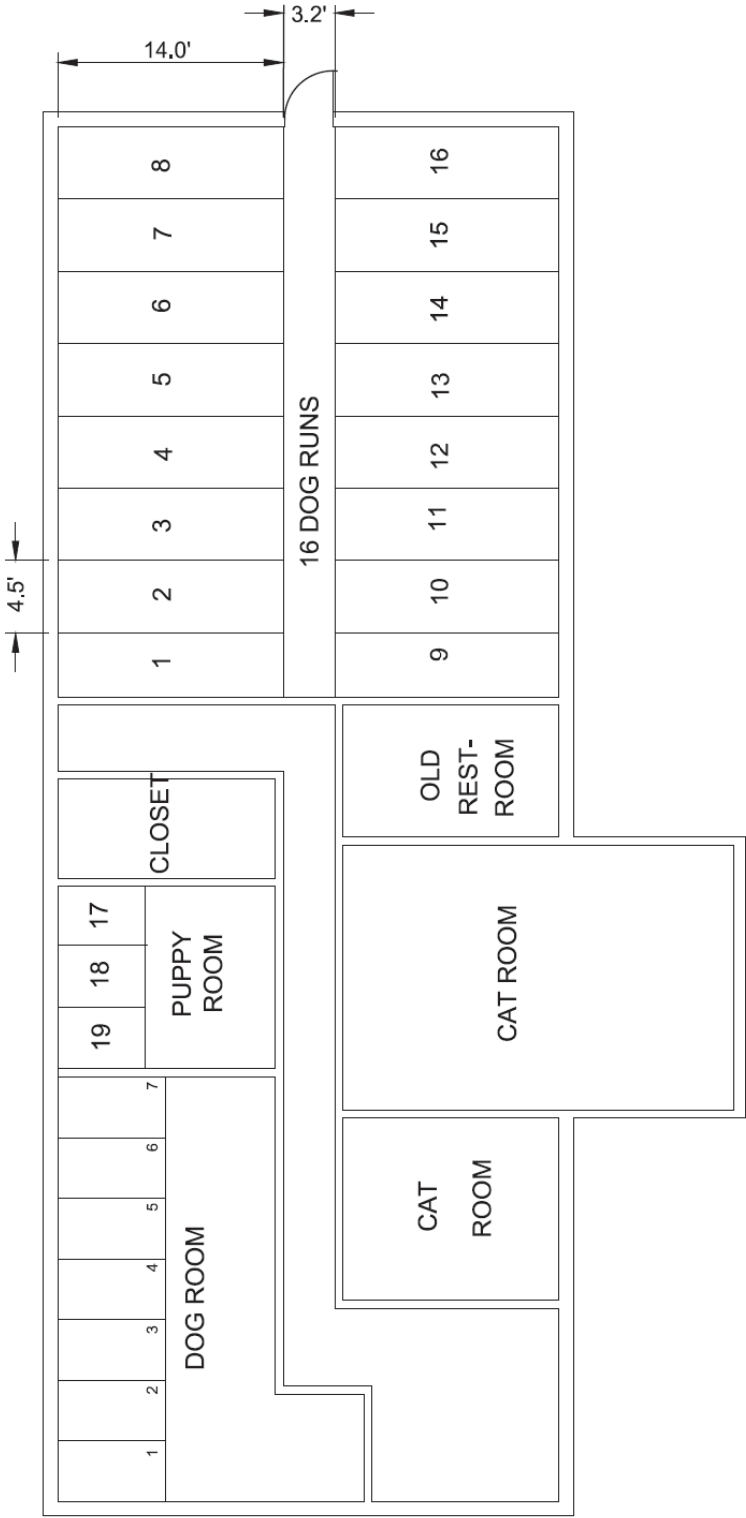
Once we have an understanding of the reporting requirements staff can evaluate whether a grant is the best option or requesting additional operating funds is a better solution.

Staff evaluations underway include:

Determining facility optimal capacity; run size, number of runs, double stacking of existing kennels, expansion of the current facility; moving existing facility; building new facility.

Contracting with other Counties, private vendors; non-profit groups to handle excess capacity.

Animal Control – Existing Facility



EXISTING BUILDING LAYOUT

COUNTY AGENDA REQUEST

Page 187 of 189

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Reconsideration to allow county staff to continue review and provide feedback on the animal ordinances proposed by Commissioner Brown, Fayette Humane Society and other animal advocacy groups.

Background/History/Details:

Background/History/Details is provided in attached Word document.

What action are you seeking from the Board of Commissioners?

Reconsideration to allow county staff to continue review and provide feedback on the animal ordinances proposed by Commissioner Brown, Fayette Humane Society and other animal advocacy groups.

If this item requires funding, please describe:

Not applicable.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?*

Backup Provided with Request?

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Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

Staff Notes:

Based upon the July 13th Commission direction the County Attorney has not fully vetted the proposed ordinances.

Background/History/Details

Commissioner Brown has been working with the Fayette County Humane Society and other animal advocacy groups since the beginning of 2017. During that process the County Commissioners have received working draft copies of the ordinance revisions dating as far back as March 2017.

The County Administrator and the Animal Shelter Director have also received working copies of the ordinance drafts. Their feedback has also been solicited throughout this process. At one point the County Attorney was asked to review the draft revisions.

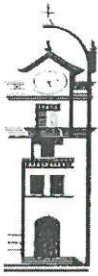
All that is remaining, is for the animal advocacy attorney and the County Attorney to review the final draft language to make sure it is in proper form and is in proper order. Based upon their findings, other slight revisions may be necessary.

At the July 13, 2017 Board of Commissioners meeting, the process was halted as an addendum to a motion dealing with a separate animal shelter policy agenda item. The revised ordinances were not an actual agenda item for the July 13 Board of Commissioners meeting.

Hundreds of Fayette County citizens have expressed their anger over the cessation of the ordinance revision process, an effort which kept commissioners and county staff informed and involved (Chairman Maxwell was invited to attend the group meeting that included the animal advocates' attorney, the County Administrator and the Animal Shelter Director, but he was unable to attend).

On behalf of the Humane Society and other animal advocacy groups, Animal Shelter Volunteers, Animal Shelter Fundraisers, a large number of Fayette Citizen-taxpayers and the dogs and cats who are wards of county, we asked that the motion to halt the progress of the revision of Animal Shelter ordinances be reversed.

Administrator's Report: A



Fayette
COUNTY

"WHERE QUALITY
IS A LIFESTYLE"

PURCHASING DEPARTMENT
140 STONEWALL AVENUE WEST, STE 204
FAYETTEVILLE, GEORGIA 30214
PHONE: 770-305-5420
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To: Steve Rapson
From: Ted L. Burgess
Date: June 22, 2017
Subject: Contract #1340-S: Comcast Ethernet Service

The Information Technology contracts with Comcast Enterprise Services for Internet services. It serves as a redundant Internet access if there were to be an interruption to the primary AT&T Internet service.

It is proposed to enter into a 36-month agreement which begins on July 1, 2017 and terminates June 30, 2020. Service charges will be \$1,746.50 per month. This equates to 20,958.00 per year, or \$62,874.00 for the 36-month term of the agreement.

Specifics of the contract are as follows:

Contract Name	1340-S: Comcast Ethernet Service
Type of Contract	Thirty-six month service agreement
Vendor	Comcast Enterprise Services
Contract Amount	\$20,958.00 annually; \$62,874.00 for the 3-year agreement
Budget:	

Org. Code	Allocated to all Departments
Object	523205 Comcast
Project	N/A
Available Balance	\$20,969.00 Requested for FY 2018

Approved:  Date: 6/23/17